

## SERVICE TERMS: NICARAGUAN CERTIFICATION SERVICES

These Service Terms shall govern the Central America Technical Regulation certification services identified in the Quotation or Project Confirmation provided to you by the UL Contracting Party. The Services will be performed by UL Contracting Party's Affiliate UL de México, S.A. de C.V. (ULM), a certification body accredited by Costa Rican Accreditation Body Entidad Costarricense de Acreditación, A.C. (ECA). The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **Definitions.** The following terms shall have the following meanings, which shall apply equally in singular and plural, according to the context of the clause in which they are used:
  - 1.1 **"Affiliate"**: A company or other entity which: is controlled, directly or indirectly, by such party; controls, directly or indirectly, such party; or is under common control with such party; where the expressions "is controlled", "controls" and "is under common control with" shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.
  - 1.2 **"Compliance Certificate"**: Document issued by ULM stating that a specific Product has been evaluated and meets the specifications set forth in the Regulatory Documents applicable to the Product, the validity and duration of which are subject to the respective Surveillance (follow-up or inspection).
  - 1.3 **"Compliance Evaluation"**: Determination of the level of a Product's compliance with the applicable standard(s) or other specifications, recommendations, or features. This includes, among other aspects, the procedures for sampling, testing, calibration, certification, and Surveillance (follow-up or inspection).
  - 1.4 **"Regulatory Document"**: Document that provides rules, guidelines, or characteristics of an activity or its results, including but not limited to documents, regulations, technical specifications, codes, and standards, as well as any medium with information recorded on or in it.
  - 1.5 **"Confidential Information"**: The agreement and the information that the parties transmit or generate with the purpose of entering into such agreement, whether it is presented in writing, verbally, visually or presented by any other means regardless of the supporting material in which it is contained, constitutes a trade secret for the parties, including but not limited to, the following: scientific or technical information, designs, formulations, procedures, formulas, patents, strategies, programs and products, documents, and any other type of information that may be owned by ULM or the client, the disclosure of which may cause harm or loss to its owners.
  - 1.6 **"ULM Requirements"**: These include, but are not limited to, Compliance Evaluation of the Products with the standard(s) applying to the Product and On-Site Visit (follow-up or inspection) of the Product and/or the quality management system and/or quality control system, depending upon the type of Service requested.
  - 1.7 **"Service"**: The word Service includes, among others, sampling, testing, Compliance Evaluation, certification (under specific conditions), the On-Site Visit (follow-up or inspection), as well as the submission of evidence and/or the development, revision, modification, interpretation, use, and/or application of any test, standard, requirement, or specification. The terms required by ULM for each type of Service shall be available to the general public, for revision at ULM's discretion whenever considered necessary. The result of this is that at least one activity will necessarily be carried out in the interphase between ULM and the Client, which is generally intangible.
  - 1.8 **"Surveillance"**: the visual ascertainment or check through sampling, measurement, tests in laboratory or documental review performed to evaluate the conformity in certain moment. Surveillance may include On-Site Visits.
  - 1.9 **"On-Site Visit"**: Follow-up or preliminary visit with or without prior notice, applying to a Product for which a Compliance Certification will be or was issued, as the case may be, and which includes, among others, inspection at the facilities where the Product is manufactured, assembled, marked, stored, distributed, and/or marketed and/or sampling and/or partial or total testing, which may or may not be carried out by ULM, as part of the Surveillance to prove that the Product meets or continues to meet, as the case may be, ULM Requirements, on the results on which the validity and duration of such document depend.

- 1.10 **"Product"**: Any product the Client manufactures, assembles, distributes, markets, and imports or exports, subject to the compliance with the Technical Standards or Regulations applicable to the product or general standards for which the Compliance Certification is obtained from UL. It is the result of a procedure.
- 1.11 **"Standard"**: The technical regulation of voluntary or compulsory enforcement issued by a Technical Standardization Committee and /or the corresponding authority, as applicable, which establishes rules, specifications, attributes, guidelines, features, or requirements applicable to the product, as well as those relating to terminology, symbols, packaging, marking, or labelling and those related to its compliance or implementation.
- 1.12 **"Technical Regulation"**: The document establishing the characteristics of a product, or the processes and production methods related thereto, including the applicable administrative provisions whose compliance is mandatory. It may also include requirements relating to terminology, symbols, packaging, marking, or labelling applicable to the product, process or production methods or deal exclusively with them.

## **2. Certification Services.**

- 2.1 **Scope of the Service.** You entrust us the provision of certification services for a Product. We will analyze, evaluate, and investigate the Products presented, and reserve the right to deny any request for Service if the conditions and ULM Requirements are not met or when ULM's internal policies and procedures are violated.
- 2.2 We investigate and evaluate the Products at your request, based on Product drawings, technical information, or related similar information provided by you, to determine compliance with ULM Requirements. The Services required by you and provided by us do not guarantee issuance of the Compliance Certification, which depends upon resolution of the Compliance Evaluation analysis.
- 2.3 If we determine that a product is eligible for the Service, you agree that it will meet the requirements of the program or conditions under which the Service and the applicable ULM Requirements are requested at any time, including the description, specifications, and requirements contained in the standard(s) or regulatory document(s) applicable to the Product.
- 2.4 Depending upon the type of Service requested, ULM may undertake preliminary On-Site Visits to determine whether the Products presented by you, whether being the manufacturer, assembler, distributor, importer, exporter, and/or marketer of the Products, are consistent with ULM Requirements and current law that is applicable.
- 2.5 We undertake to provide the Service requested by you, provided that the latter meets the obligations stipulated in the Service Agreement and other applicable provisions.
- 2.6 We will inform you of the result(s) of the analysis and Compliance Evaluation of the requested Product, through communications and/or notifications deriving from the Compliance Evaluation process and by the medium it considers most appropriate.
- 2.7 You agree for any Surveillance to be carried out by our personnel and/or personnel subcontracted for this purpose, to ensure fulfillment of the ULM Requirements needed to obtain and maintain the validity throughout the term of the Compliance Certificate's issued by us. We may undertake periodic (routine), random, advance, or extraordinary Surveillances with or without prior notice, and we may select Product samples from your factory, point of sale or distribution, plant, or warehouses, either at our request to determine their level of compliance, or motivated by third-party complaints or accusations.
- 2.8 Should a sampling of the Product and evaluation and/or testing of Product samples be required by reason of third-party complaints or accusations, or at the express request of you or the competent authorities (in the case of outsourcing), we will reserve the right to select the accredited testing laboratory subcontracted and/or validated by us, to which you will send such Product.
- 2.9 You also assume the capacity of joint and several obligor vis-à-vis marketers, distributors, or importers of the Product to which the Compliance Certification may have been extended.

## **3. Conditions for the Issuance and Use of Compliance Certifications.**

- 3.1 If, after undertaking the Compliance Evaluation process, regarding the Service requested by you, we find that the Product meets ULM Requirements, we will issue the corresponding Compliance Certification, depending upon the type of Service requested.
- 3.2 Issuance of the Compliance Certification does NOT entitle the holder, under any circumstances, to use the ULM Corporate Identity (UL), the Marks of Compliance (ULMX), the Official Countersign (ULMX-NOM), and/or any of the Marks (as such term is defined below) of ULM affiliates or subsidiaries.
- 3.3 You acknowledge and agree that ULM is the sole and exclusive owner of all rights, titles, and interests in favor of and for its marks, you may not use the Mark rights or have any interest whatsoever in or for such Marks. You agree that misuse of the name, Marks, reports, certifications, or other document will be considered as deceiving the public and may trigger civil and/or criminal liability, notwithstanding our right to rescind the Service Agreement and to require you to pay damages and losses incurred due to your misuse.
- 3.4 If, after the Compliance Evaluation to which paragraph 1 above refers, we find that the Product does not meet ULM Requirements, ULM will issue a denial of the corresponding Compliance Certification which must be well-founded and note the violations detected.
- 3.5 You, in the case in which your product obtain the Compliance Certification, are obligated to the following at all times:
  - i. To not alter, add to, or amend the text, the date of issuance or validity, or the signatures of the Compliance Certification issued.
  - ii. To not use the Compliance Certification for purposes other than those for which it was awarded.
  - iii. To not misuse the Mark(s).
  - iv. To not claim that all your Products are certified by UL or ULM or any of our affiliates if that is not actually the case.
  - v. To not assign or transfer the Compliance Certification, nor in any other way permit its use by third parties, without the prior, written consent of ULM.
- 3.6 You agree that the manufacture, sale, delivery, shipment, sending, distribution, or promotion of any Product using the UL Mark(s) or any of the Marks of its subsidiaries may lead to confusion or misleading of the public, if such Product has not been evaluated and certified by us, and that use of the Mark(s) in any way other than as provided for in this Agreement and in the ULM Mark Usage Manual will be considered a violation thereof.
- 3.7 You agree that we may, if we detect misuse of the Mark(s), request and apply precautionary measure(s) that prohibit(s) you from:
  - i. Using the Marks (Marks of Compliance, ULM Corporate Identity) or referring to ULM's affiliates or subsidiaries in any other way.
  - ii. Manufacturing, selling, delivering, shipping, sending, distributing, or promoting of any Product bearing the Mark(s) or referring to ULM or its affiliates or subsidiaries in any way.
  - iii. We may take an action considered appropriate by us at our sole discretion.
- 3.8 You also agree that any cost, expense, damage and/or loss originating from the application of such measures will be borne by you. You agree that such precautionary measure(s) will not affect our right to receive indemnification for damage and losses for improper use of the Marks or ULM Corporate Identity or our affiliates or subsidiaries or of the ULM names, abbreviations, and symbols, and that this will be in addition to, and not in replacement of, any other right or legal recourse provided for in this Agreement or by law.
- 3.9 You assume complete and total liability for use of the Marks and may only use them in the Products and documents that make reference to the certified Product, in strict compliance with the guidelines and specifications established by ULM for that purpose and provided that the Compliance Certifications that have been issued remain valid. You agree that we, through Surveillances or in any other fashion, will review that the Products bearing the Marks have been manufactured in accordance with the requirements set forth in the applicable related Standard(s) and/or Regulatory Documents. You agree that use of the Marks constitutes a representation and full obligation that the Product bearing it meets ULM Requirements and that such Product will continue to meet them until their final destination.

- 3.10 Breach of the obligations included in, but not limited to, the listing in this Clause, as well as any other that is established in this Agreement, will lead to the cancelation of the Compliance Certification, as well as rescission of this Agreement, without any liability for ULM and without need for judicial declaration.

**4. Obligations and Responsibilities of ULM.** During the validity period of this Agreement, ULM agrees to the following:

- i. To provide the Service to you, provided that you meet the obligations set forth in the Agreement, the ULM Requirements, and other related provisions.
- ii. To issue a response to the Service requested by you, within the deadlines stipulated for each certification scheme (mode) and our internal procedures, provided that we have all documentation required to perform the Service. In the event of a lack of any requirement, or that any irregularity or shortcoming is detected that results in a notification or communication to you, the deadline indicated above will be extended indefinitely until you correct such situation.
- iii. To perform the necessary Surveillance (random or scheduled) with or without prior notice, to ensure that the Product continues to meet ULM Requirements and is consistent with current applicable Regulatory Documents and the corresponding requirements of the Compliance Evaluation.
- iv. To avoid any situation that might generate any conflict of interest or impartiality.
- v. To treat the Confidential Information provided to you according to the terms set forth herein.
- vi. To cancel the Compliance Certifications as well as rescind this Agreement, if you breach any of your obligations.

**5. Customer Obligations.** During the validity of the Agreement, you undertake, for yourself and on behalf of your management, directors, officers, representatives, and employees, as applicable, the following:

- 5.1 To assure the compliance of certification requirements, including the implementation of appropriate changes as communicated by us or on our behalf.
- 5.2 If the certification applies to the ongoing production, the certified Product shall continue complying with the Product requirements.
- 5.3 To take all necessary measures to:
  - 1) Perform the evaluation and Surveillance (if required), including provisions for examination of documentation and records, and to have access to applicable equipment, locations, areas, personnel, and subcontractors of you, as convenient.
  - 2) Investigate complaints.
  - 3) The participation of observers, if applicable and when required by us.
- 5.4 To make representations regarding the certification that are consistent with the scope of the certification.
- 5.5 To not use your product certification in a manner so as to cause poor reputation for us, and not to make any statement regarding your product certification which we may consider misleading or unauthorized, in which case you shall be subject to applicable penalties according to the applicable Law. You agree to release, indemnify, and hold us harmless for any claims, lawsuits, complaints, losses, damages, fines and/or penalties that we or any of our affiliates and/or subsidiaries incur by virtue of your breach of the provisions of this paragraph.
- 5.6 Immediately after suspending, withdrawing, or terminating the certification, you will cease its use in any advertising material which contains any reference thereto, and shall take such action as required by the certification scheme. We shall remove it from then on-line directory. We reserve the right to require you to take any other necessary action, in which case, you agree to take such actions as requested by us. You accept that you may be subjected of sanctions under the Applicable Law in the event of non-compliance with this Clause.
- 5.7 In referring to your product certification in communication media such as documents, brochures, or advertising, you shall comply with the ULM Requirements or those specified by the certification scheme.
- 5.8 To comply with all requirements that may be stipulated in the certification scheme concerning the use of Marks of conformity and Product related information.

- 5.9 To maintain a registry of all known grievances relating to compliance with the certification requirements and make such records available to us when requested.
- 1) To take appropriate action with respect to such complaints and the deficiencies found in Products that affect compliance with the certification requirements.
  - 2) Document the actions performed.
- 5.10 To inform us, without delay, (and in any case no later than within 48 (forty-eight hours) of the changes that may affect the ability of your Product to meet the certification requirements.
- 5.11 To follow recommendations, corrective or preventive actions indicated by us, whose purpose is to correct defects in the Product.
- 5.12 To allow or request the performance of the Surveillance and on-site visits (extraordinary) required by us and submit to us, within the periods we established for this purpose, the reports of the Results of the sample Product Test (regardless of the outcome) arising from our on-site visits.
- 5.13 To grant all types of facilities to our personnel to access the factory, plant, warehouse, storage facility, distribution center or location agreed with us where the manufacture, processing, assembly, finishing, branding, storage and/or distribution of the Product occurs, and make the corresponding on-site visits, with or without notice, during business hours or when the factory, plant, warehouse, storage facility, distribution center or location agreed to with us is operating. In case the on-site visits are with notice (scheduled), you agree to accept the performance of on-site visits as agreed to with us or determined by us. Such on-site visits shall refer to any relevant aspect of the Product certification and/or evaluation, and its compliance with the ULM Requirements.
- 5.14 To provide our personnel with the safety equipment and protection required by law and current standard for your own employees, and to not condition access to the factory, plant, warehouse, storage facility or distribution center subject to the signing of any agreement, arrangement, waiver, or other document that would affect the legal rights or obligations of us or our representatives. If you request that representatives of us sign such an agreement, arrangement, waiver, or document, we may deny the Service and terminate this Agreement without liability and without judicial declaration. Our personnel will take necessary care to meet the general safety regulations applicable to the staff of the factory, plant, warehouse, storage facility, or distribution center.
- 5.15 Should you request an extension of the certificate holder of the Compliance Certification of Safety Standards to other parties, the provisions of the preceding paragraph apply and you assume joint responsibility for the extension of the Compliance Certification to other holders, in addition to the fact that retailers, distributors and importers who are extended the Compliance Certification must allow for the performance of the On-Site Visits to the offices, plants, factories, storage facilities or locations agreed with us where the Product is manufactured, processed, assembled, finished, marketed, stored and/or distributed.
- 5.16 To provide all information requested by our personnel, with respect to the features or specifications of the Product, processes, methods of manufacture or assembly, records, and other relevant information, so that we have the necessary information to provide the Services under this Agreement.
- 5.17 To inform us in writing of any change in the design or specifications of your Product, in your manufacturing or assembly process, in your quality management system or quality control system, that may affect compliance of the Product with the Technical Regulation or Regulatory Document or to the modality requirements to which the Product was evaluated. During this period, it is possible the Product will not carry the Marks provided by us. If this is not carried out, and if we detect changes in the Product, the Compliance Certification shall be canceled. Should we perform the Product sampling in a location other than your factory, plant, or warehouse, you must notify to the organization in which the product is located to allow us to perform the On-site Visit in its location. You shall also request to such organization to provide us all the authority required to perform the Product On-Site Visit.
- 5.18 To have a mechanism which allows for the recording of complaints by clients, to take appropriate action, and provide such records to us upon our request.
- 5.19 To comply with the requirements of confidentiality and other obligations of this Agreement, as well as the terms and requirements arising from the Compliance Certifications that are granted.

- 5.20 To record and/or generate documents during the certification process and maintain them in a file for when requested by our personnel.
- 5.21 Ensure that any of your Product does not violate or breach, in any way, any intellectual property right of a third party.
- 6. Confidentiality.** You hereby declare that you know the content and scope of the Privacy Notice (the "Notice") of ULM as well as the provisions of the Federal Law on the Protection of Personal Data in Possession of Individuals (the "Law of Data"), in relation to the processing and transfer of personal data (as such term is defined in the Law of Data) that, if received from us, so agree to comply with the provisions of the Notice and the Law of Data. Furthermore, you hereby agrees to release and hold ULM harmless from any claims, lawsuits, complaints and/or damages (including but not limited to attorney's fees) against us, derived from the breaching of the provisions of this paragraph. Such notice is available at: <https://mexico.ul.com/wp-content/uploads/sites/23/2014/06/Aviso-de-Privacidad-1.pdf>.
- 7. Appeals and Claims.**
- 7.1 The parties agree that you will at all times be entitled to appeal the certification resolutions we issue as a result of the Product analysis and evaluation, to which end you must submit a well-founded document to us, and we will apply the respective procedure for its resolution.
- 7.2 Similarly, during the Surveillance process, you will be entitled to submit such technical claims as it deems necessary.
- 8. Cancellation and Changes to the Standard.** In the event that the Technical Regulation or Regulatory Documents applicable to the Product are modified by the competent government office or regulatory agency, we reserve the right to re-evaluate the Product through additional or supplementary sampling and tests to determine the ongoing validity of the Compliance Certification previously issued, in which case you must undertake the necessary activities in accordance with the new ULM Requirements, and cover the respective fees within the periods set by us.
- 8.1 If a Product fails to meet the specifications of the new edition of the standard or Regulatory Documents (new ULM Requirements), you must immediately refrain from using our name in the product labelling, subject to our written consent and authorization.
- 8.2 The Compliance Certifications issued prior to the changes to the standard(s) or Regulatory Documents will remain valid.
- 9. ULM Employees.** You agree to not enter into a relationship with our personnel, directly or indirectly, in such a way as to affect the impartiality of the provision of the Service covered by this Agreement.
- 10. Modifications to the Agreement.** Any modification to this Agreement requires prior written consent by both parties.
- 11. Notifications.** All notifications and other communications delivered to the parties to this Agreement will be in writing and be made through direct (personal) delivery, postal service or 24- (twentyfour) hour courier service, electronic mail, fax, or any other method ULM deems appropriate, to the location, domicile, or address indicated by you in this Agreement. Notifications delivered via fax or postal or 24 (twentyfour) hour courier service will be valid after confirming the date of receipt and/or 5 (five) business days after the posting date, whichever occurs first.