

RESPONSIBLE SOURCING SERVICE TERMS

These Service Terms will govern Responsible Sourcing Services (“Services”) performed by the UL Contracting Party (“we”, “our”, or “us” as the context requires and 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 Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

1. **Services.** The UL Contracting Party (“we”, “us”, or “our” as the context requires) will perform Audit Services (as defined below) and/or Advisory Services (also defined below) in accordance with requirements, specifications, and/or protocols you have established (“Your Requirements”) as described in our: project proposal, quotation, or order acknowledgment (“Quotation”).
 - a. **Audit Services:** We will perform on-site assessments against standards informed by Your Requirements (“Audit Services”). The Audit Services process consists of a sampling exercise only and does not guarantee that the audited site prior, during or post-audit, is in full compliance with Your Requirements, laws or industry or international standards. The Audit Services do not involve any assessment or evaluation to independent safety certification standards, and we and our affiliates have no responsibility to make any independent safety assessment. The Audit Services process is point in time based and may include any or all of the following: records review, worker interviews, management interviews, and visual observation of sites.
 - b. **Advisory Services:** We will perform advisory, consulting, regulatory research, training, protocol development, and/or other professional advisory services (“Advisory Services”) in accordance with Your Requirements. As a prerequisite to our delivery of the Advisory Services, you will: (a) fulfill your responsibilities as specified in the Quotation; (b) ensure that all assumptions contained in the Quotation are accurate; (c) provide us with reliable, accurate and complete information, as required; (d) make timely decisions and (e) obtain required management approvals. Nothing in these Terms and Conditions will require us to evaluate, advise on, modify, confirm, or reject your decisions or approvals.
2. **Your Requirements.** You are responsible for establishing or selecting all Your Requirements that we will use in performing the Services. We may provide you with assistance in developing Your Requirements that meet your needs, however, in all cases you must review and approve Your Requirements to be used in performing the Services.
3. **Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program (“Retailer”) by requesting Services under the Retailer’s program, you consent to our disclosure of all associated information, materials, and Deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.

4. **On-Site Investigations.** If we perform services on site at your facilities, or at the facilities of other parties as directed by you; you will ensure that our representatives have safe, secure, and free access to the facilities. Our access will not be conditioned upon the execution of any agreement, waiver, or release. If we sign such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. If our representatives are prevented from performing or completing any services for any reason beyond our reasonable control, we will not be responsible for the nonperformance, and you may be charged for any actual expenses we incur and fees for services performed. We will exercise reasonable care to comply with any facility safety regulations generally applicable to personnel at any such facility.
5. **Solicitation of Employees.** Inasmuch as the services to be rendered are to be closely coordinated with the staff of the client and UL Responsible Sourcing Inc., it is mutually agreed that UL Responsible Sourcing Inc. and the client will not solicit any of the employees of the other for employment or hire unless prior written consent to do so is obtained from an authorized representative of the other.
6. **Deliverables and Ownership of Work Product.**
 - a. **Audit Services:** The Audit Services deliverable is a report summarizing the findings of the audit on the date specified on the report (the "Audit Report"). The Audit Report is limited to a summary of our assessment against standards informed by Your Requirements. More information may have been obtained during the Audit Services process than is provided in the Audit Report. We are under no obligation to refer to or report on any facts or circumstances which are outside Your Requirements. You will own the Audit Report provided to you pursuant to any Quotation. We may retain a copy of the Audit Report and other materials for our archives and for creating reports for you and third parties, as required by you. All information and material gathered in the execution of the Audit Services is retained for our use.
 - b. **Advisory Services:** All information and material obtained by you through our delivery of the Advisory Services (the "Advisory Deliverables") is solely for your business purposes. You agree not to do any of the following to all or part of the Advisory Deliverables:
 - i. License, lease, rent, sell, or assign the Advisory Deliverables to any third party; and
 - ii. Obscure, delete, modify or alter any copyright or other proprietary notices.We retain all rights, title and interest in the Advisory Deliverables and all copyright and other intellectual property rights therein, including all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Advisory Deliverables or that we may develop or supply in connection with these Terms and Conditions.
7. **Disclaimers.** The services are provided independent of any other UL service and will not result in the issuance of a UL certification mark or badge. The services are provided "as is", with all faults and without representations and warranties of any kind.
 - a. **Audit Services:** Our Audit Report is based on observation, documentation review and employee and management interviews. Our Audit Report provides only a summary of findings and other applicable information derived from the Audit

Services conducted in the specified time frame only. The Audit Report does not confirm or certify compliance with laws or industry or international standards. The Audit Report is derived through sampling only, sampling of documents, sampling of individuals for interview and sampling of areas for observation. This sampling activity does not guarantee that the audited facility is in full compliance with any requirements it was audited against. The Audit Report does not include onsite testing of equipment or evaluation of the building's safety or code compliance or evaluation to independent safety certification standards. Audit Services are informed by Your Requirements. Audit Services are based on a limited scope of laws and regulations. Some laws and regulations may not be at the disposal of the auditor. Auditors may not be able to verify conformance or compliance to Your Requirements and/or answer the audit report questions due to lack of evidence, information on laws and regulations. The Audit Services do not constitute legal or other professional advice. Use of the Audit Report is at your own risk. You are encouraged to consult with counsel for legal advice.

- b. **Advisory Services:** The Advisory Services are provided for general information purposes only and are not intended to convey legal or other professional advice. The Advisory Deliverables do not serve as interpretation of any country's law. While we make reasonable efforts to include accurate information in its law text extracts, translations, and other deliverables, we are not responsible for any discrepancies, inaccuracies, errors or omissions in the Advisory Deliverables. Use of the Advisory Deliverables is at your own risk. You are encouraged to consult with counsel for legal advice.
- 8. Cancellation Fees.** If you cancel or change a Quotation for a scheduled audit date, you will be responsible for all incurred non-refundable travel costs associated with that audit. Any change or cancellation of an audit that occurs within 2 business days of the scheduled audit will be charged a fee of one (1) auditor day, in addition to any incurred travel costs. Denied access on the day of the audit will be charged the full audit price, in addition to all travel costs.
- 9. Data and Document Retention.** After the conclusion of the project, we may maintain a copy of all documents relating to the project for as long as we deem appropriate. You shall indemnify us for all costs incurred by us in responding to or opposing any subpoena, document production request or other demand seeking the disclosure of the documents or any related information.
- 10. Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.