ASCB Master Terms of Service

for Accredited Conformity Assessment Bodies

Document reference: ASL(D)34.103

Last updated: August 24, 2026

Effective date: the date of the last signature of this Agreement, or the effective date stated in any subsequent amendment accepted under clause 2.2

Issued by: Accreditation Service for Certifying Bodies LLC, 8 The Green, Dover, Delaware 19901, United States

REVIEW COPY - NOT FOR EXECUTION

This is the Review Copy of the ASCB Master Terms of Service ASL(D)34.103, issued for informational and pre-contractual purposes. This document is not capable of execution. The signing version, including the execution block, is issued by ASCB to a CAB at the point of formal engagement.

This Agreement is governed by the laws of the State of Delaware, United States. International CABs may find that Delaware law differs materially from the law of their own jurisdiction. Each CAB is encouraged to take independent legal advice before entering into this Agreement.

1. Introduction and Purpose

These Master Terms of Service (the “Agreement”) set out the basis on which Accreditation Service for Certifying Bodies LLC, a limited liability company organized under the laws of the State of Delaware, United States, with its registered office at 8 The Green, Dover, Delaware 19901, United States (“ASCB”), provides accreditation, surveillance, registration, and related services (the “Services”) to a Conformity Assessment Body accredited or applying for accreditation by ASCB (the “CAB”).

This Agreement applies to all CAB types, including certification bodies, inspection bodies, testing and calibration laboratories, medical laboratories, training providers, validation and verification bodies, personnel certification bodies, and product certification bodies. The CAB-type-specific obligations and fee structure are contained in the relevant Schedule attached to this Agreement. In the event of any conflict between the body of this Agreement and a Schedule, the body of this Agreement prevails unless the Schedule expressly states otherwise.

Each party confirms that it has reviewed this Agreement, has had the opportunity to take independent legal advice, and enters into it with a clear understanding of its meaning, effect, and consequences.

2. Formation, Acceptance, and Updates

2.1 Formation

This Agreement is formed only by the express acceptance of the CAB. Express acceptance means any of:

- execution by both parties, whether by handwritten or electronic signature;
- the CAB's express acceptance through an electronic acceptance platform, click-through interface, or written confirmation communicated to ASCB; or
- the CAB's express written acceptance, whether by email or post, of the terms of this Agreement.

Electronic execution is valid and enforceable under the Delaware Uniform Electronic Transactions Act and the United States Electronic Signatures in Global and National Commerce Act.

Where ASCB has notified the CAB of these Terms or of any amendment under clause 2.2, and the CAB has not objected in writing within 28 days of the notification, the CAB shall be deemed to have accepted the notified version. The deeming provision in this paragraph applies only after a clear notification has been issued and is not a substitute for express acceptance at the formation of the Agreement.

2.2 Updates and Amendments

ASCB may, from time to time, propose updates or amendments to this Agreement. ASCB will notify the CAB of any proposed amendment by email and, where applicable, by publishing a link to the revised Agreement on www.ascb.com or www.irqao.com. The notification will identify the proposed effective date, which shall be no earlier than 28 days from the date of notification.

Within 28 days of the notification, the CAB may object to the proposed amendment by written notice to ASCB specifying its objection. If no objection is received within that period, the proposed amendment shall be deemed accepted and shall take effect on the proposed effective date.

If the CAB objects, the parties shall negotiate in good faith for a further 30 days to reach a mutually acceptable resolution. If no resolution is reached within that period:

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- ASCB may, at its option, withdraw the proposed amendment, in which case the existing terms continue unchanged;
- ASCB may, at its option, terminate this Agreement on giving the CAB not less than three (3) months' written notice, in which case the termination shall be treated as a No-Fault Termination under clause 14.5 and the refund mechanism in clause 14.7 applies; or
- the CAB may terminate this Agreement on giving ASCB not less than 30 days' written notice, in which case the termination shall be treated as a No-Fault Termination by ASCB under clause 14.5 (notwithstanding that the CAB has served the notice) and the refund mechanism in clause 14.7 applies, on the basis that the CAB is exercising a right that arose from a proposed amendment by ASCB.

Where the CAB does not object and continues to receive Services after the effective date of an amendment, that conduct shall be additional evidence of acceptance, but is not a substitute for the deemed-acceptance mechanism above.

2.3 Order of Precedence

In the event of any conflict or inconsistency between the documents forming this Agreement, the following order of precedence shall apply, in descending order:

- the body of these Master Terms of Service;
- the applicable CAB-type Schedule (Schedule A, B, C, D, E, F, G, or H);
- the Accreditation Statement and Accreditation Certificate Schedule;
- any written fee schedule, proposal, or specific terms expressly agreed in writing between ASCB and the CAB;
- ASCB published documents referenced in this Agreement, including ASL(G)32, ASL(G)33, ASL(I)01, ASL(I)05, and the applicable fee schedule;
- information published on ASCB websites.
- For the avoidance of doubt, an application form, and any pre-contractual correspondence, form no part of this Agreement and do not vary it.

3. Definitions and Interpretation

3.1 Interpretation

In this Agreement, unless the context otherwise requires:

- words importing the singular include the plural and vice versa;

- references to any statute, standard, or ASCB published document are references to that statute, standard, or document as amended, updated, or replaced from time to time;
- the words "including" and "including but not limited to" shall be construed without limitation;
- references to clauses are to clauses of this Agreement; references to Schedules are to the Schedules attached to this Agreement;
- headings are for convenience only and do not affect interpretation;
- a reference to a person includes any individual, company, partnership, limited liability company, joint venture, association, unincorporated body, or governmental authority.

3.2 Defined Terms

Accreditation Certificate means the formal certificate issued by ASCB to the CAB confirming accreditation for a defined scope and standard.

Accredited Outputs means test reports, calibration reports, inspection reports, validation or verification statements, and other documented outputs issued by an Accredited Organization under ASCB accreditation that are not certificates.

Annual Accreditation Fee means the annual fee payable by the CAB to ASCB to maintain accreditation, in the amount and on the basis set out in the applicable Schedule.

Applicable Certificate means a certificate issued by the CAB relating to a standard within the scope of the Schedule to this Agreement and issued under the accreditation of ASCB. This definition applies to certificates issued by certification bodies (Schedule A), training providers (Schedule E), and personnel certification bodies (Schedule G); it does not apply to test reports, calibration reports, or inspection reports issued by laboratories, test houses, medical laboratories, or inspection bodies.

Approved Bank means a bank that is licensed and regulated in a jurisdiction with which ASCB and its banking partners may lawfully transact, and which is not subject to sanctions, restrictions, or other measures imposed by the United States Office of Foreign Assets Control (OFAC), the United Kingdom Office of Financial Sanctions Implementation, the European Union, the United Nations Security Council, or any other applicable sanctions authority.

Assessor Day Rate means the day rate charged by ASCB for an accreditation officer or assessor to conduct any audit, surveillance, witnessing, or other assessment activity, as published in the applicable ASCB fee schedule (currently ASL(G)72 for certification bodies

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and validation and verification bodies, ASL(G)52 for laboratories and medical laboratories, and as set out in the applicable Schedule for other CAB types).

Associated Company means in relation to a company, any other company that Controls it, is Controlled by it, or is under common Control with it.

CAB means the conformity assessment body identified in the execution block of this Agreement, accredited or applying for accreditation by ASCB.

Confidential Information means all non-public information disclosed by one party to the other in connection with this Agreement, whether oral, written, or electronic, that is identified as confidential or that a reasonable person would understand to be confidential, including audit findings, client information, fee structures, and management system documentation.

Control means the ability to exercise, or entitlement to acquire, direct or indirect control over a company's affairs, including possession or entitlement to the greater part of the voting power, share capital, distributed income, or assets on a winding up of the company.

IRQAO means the International Register of Quality Assessed Organizations operated at www.irqao.com or such successor registry as ASCB may nominate.

IRQAO Account means the prepaid account held by a CAB on the IRQAO platform from which Registration Fees and other charges are drawn. IRQAO Accounts apply only to CABs required to register their outputs under clause 4.3.

ISO means the International Organization for Standardization.

Registration Fee means the initial and surveillance fees payable in respect of each Applicable Certificate or validation or verification statement registered on IRQAO, in the amounts defined in the applicable ASCB fee schedule. Registration Fees apply only to CABs required to register their outputs under clause 4.3.

Schedule means a CAB-type-specific schedule appended to this Agreement (Schedule A, B, C, D, E, F, G, or H), setting out obligations and fees particular to that CAB type.

Services means the accreditation, surveillance, assessment, witnessing, review, registration, monitoring, and administrative services provided by ASCB to the CAB under this Agreement.

Significant Nonconformity means any nonconformity on the part of the CAB, against the applicable conformity assessment standard, this Agreement, or ASCB published documents, which meets one or more of the criteria set out in clause 4.4.

Training Provider means a CAB accredited, or applying for accreditation, under Schedule E in respect of one or more training courses. The term includes a training

function, a training department, a training organization, and a training institute, which is a legacy term for a training provider. A CAB seeking accreditation for a single course is a Training Provider for the purposes of this Agreement.

Unspent Credit means the balance, as recorded in the CAB's IRQAO Account on the effective date of termination, of fees and other amounts paid by the CAB to ASCB in advance and not yet applied by ASCB to Services rendered. For the avoidance of doubt, fees paid in respect of Services already rendered, including past audit days, past Registration Fees applied to outputs already registered, and past administrative time, are not Unspent Credit and are not refundable.

4. Status and Obligations of the CAB

4.1 Status and Warranties

The CAB confirms and warrants that:

- it is a duly constituted legal entity validly existing under the laws of its jurisdiction of incorporation;
- it has the corporate power and authority to enter into and perform this Agreement;
- the person executing this Agreement on its behalf is duly authorized to do so;
- it is not aware of any circumstances that may result in it becoming subject to an Insolvency Event (as defined in clause 14.2);
- information supplied to ASCB is accurate, complete, and not misleading; and
- it maintains a documented management system compliant with the applicable conformity assessment standard for its CAB type, as set out in the applicable Schedule.

4.2 Ongoing Obligations - Cooperation and Integrity

The CAB further agrees to:

- comply with this Agreement, the applicable Schedule, and all ASCB published documents referenced in this Agreement, as amended from time to time;
- act at all times in good faith towards ASCB and treat ASCB representatives with respect, and use reasonable endeavors to ensure its clients do likewise;
- provide ASCB with access to personnel, locations, equipment, information, documents, and records, within 28 days of written request or such other reasonable

period as ASCB may specify, as necessary to allow ASCB to verify conformity with accreditation requirements;

- permit continuing surveillance by ASCB, including witnessing of the CAB's accredited activities at client sites, and ensure via legally enforceable contracts with its clients that such witnessing is permitted;
- maintain documented procedures for the impartial handling of complaints and appeals relating to its accredited activities, and make those procedures available to ASCB on request;
- conduct its accredited activities at all times with high standards and integrity, and not do anything that could be regarded as bringing accreditation into disrepute;
- take all reasonable steps to correct any statement made by itself, its officers, employees, agents, representatives, clients, or Associated Companies that is likely to bring accreditation into disrepute or to be misleading;
- make clear in all formal documentation provided to its clients that the CAB is not an agent of ASCB and that nothing stated or done by the CAB implies approval by ASCB;
- not act in any way prejudicial to the reputation or interests of ASCB or of the CAB's own clients;
- ensure that any persons involved in its accredited activities act honestly and with integrity;
- manage consultancy and related activities in accordance with clause 4.6 (Consultancy and Impartiality) and ASL(G)33;
- not accept work that could reasonably be perceived as a conflict of interest with ASCB or with a client of the CAB;
- not accept any inducement, gift, or bribe that may be construed as influencing the outcome of an assessment, audit, inspection, test, validation, verification, or examination;
- comply with all applicable anti-bribery and anti-corruption laws, including the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and any equivalent legislation applicable to the CAB or its personnel, and promptly report to ASCB any request or demand for any undue financial or other advantage received in connection with this Agreement;
- issue Applicable Certificates or Accredited Outputs only within the scope and standards for which the CAB is accredited as set out in the Schedule to its Accreditation Certificate.

4.3 Registration of Certificates and Outputs - IRQAO

The obligations in this clause 4.3 apply only to the following CAB types:

- certification bodies under Schedule A (registering Applicable Certificates);
- training providers under Schedule E (registering student certificates);
- product certification bodies under Schedule H (registering product certificates);
- validation and verification bodies under Schedule F (registering validation or verification statements); and
- personnel certification bodies under Schedule G (registering individual certificates).

They do not apply to inspection bodies, laboratories, test houses, or medical laboratories, whose Accredited Outputs are not registered on IRQAO.

Each CAB to which this clause 4.3 applies shall:

- register all Applicable Certificates or Accredited Outputs requiring registration at IRQAO immediately on or before issue to the client. For the avoidance of doubt, non-payment by the client for services supplied by the CAB is not a legitimate reason for failure to register;
- issue Applicable Certificates for one standard and one client at a time, and not issue certificates of multiple topics or standards unless the certificate is registered on IRQAO as an integrated management system (IMS) certificate;
- inform clients to validate certificates on IRQAO within 14 days of issue;
- maintain an IRQAO Account funded with sufficient prepaid credit to meet Registration Fees as they fall due.

4.4 Significant Nonconformities

The CAB shall notify ASCB as soon as reasonably practicable, and in any event within five (5) business days, of identifying any Significant Nonconformity. A Significant Nonconformity is one that meets one or more of the following criteria:

- it raises concern as to the integrity, impartiality, or independence of the CAB or any of its senior management;
- it impacts the validity of the output of any of the CAB's accredited activities, where this has caused or may reasonably be expected to cause incorrect actions or decisions to be taken by a client, regulator, or any other party reliant on the information provided;

- it results in or could reasonably be expected to result in a significant risk to the safety of persons, property, public health, or the environment;
- it identifies one or more instances of certificates, reports, statements, or other accredited outputs containing invalid, misleading, or incorrect information;
- it raises concerns as to practices that could reasonably be considered illegal, fraudulent, immoral, or otherwise as bringing accreditation into disrepute;
- it identifies that the CAB no longer possesses the technical competence required to cover any activity in the scope of its accreditation.

In addition to notifying ASCB, the CAB shall notify any Significant Nonconformity to all interested third parties, including its clients, product manufacturers, regulators, or impacted members of the public, where appropriate to the circumstances. ASCB considers any Significant Nonconformity to be a potential failure by the CAB of the requirements to maintain accreditation.

4.5 Notification of Material Changes

The CAB shall notify ASCB without delay of any of the following:

- any change in its legal, commercial, ownership, or organizational status;
- the occurrence of any Insolvency Event affecting the CAB;
- any action being taken to enforce security granted by the CAB following default in respect of the secured obligation;
- any significant change to its top management or key personnel;
- any significant change in its premises, equipment, facilities, resources, or working environment;
- any significant change in its conformity assessment processes, practices, or procedures;
- any significant change in its principal business policies;
- any complaint, regulatory action, or third-party action taken against it that may affect its accreditation;
- any incident associated with the CAB's accredited scope that may lead to enforcement action by any competent authority or regulator.

4.6 Consultancy and Impartiality

Consultancy is defined as participating in an active and creative manner in the development of a management system or solution that is to be assessed by the CAB, including:

- preparing or producing manuals, handbooks, or procedures for the client;
- participating in the decision-making process regarding management system matters;
- giving specific advice toward the development and implementation of management systems for eventual certification.

ASCB recognizes that consultancy and conformity assessment activities can coexist where adequate impartiality safeguards are in place. The CAB, including its subcontractors, shall ensure that its activities do not affect the confidentiality, objectivity, or impartiality of its conformity assessment work. Where the CAB or any Associated Company offers any of the following services, the CAB shall maintain a documented framework, in accordance with ASL(G)33, to identify, analyze, evaluate, treat, monitor, and document on an ongoing basis the risks to impartiality:

- services that the CAB itself certifies, registers, validates, verifies, or assesses;
- consulting services to obtain or maintain certification or registration;
- services to design, implement, or maintain management systems;
- solutions of a specific managerial, operational, or technical nature.

The CAB may, without reward, introduce providers of consultancy and related services to its clients. The provision of template documents for someone else to modify, and the provision of general training services, do not constitute consultancy.

The CAB shall take action to correct any inappropriate links or statements by any consultancy organization stating or implying that conformity assessment by the CAB would be simpler, easier, faster, or less expensive if the consultancy organization were used. The CAB shall not state or imply that conformity assessment would be simpler, easier, faster, or less expensive if a specified consultancy organization were used.

ASCB may withdraw, suspend, or restrict accreditation under clauses 14.3 or 14.4 if, in ASCB's reasonable opinion, the CAB's consultancy or related activities have compromised, or risk compromising, the integrity of its conformity assessment activities.

4.7 Restriction on Cross-Accreditation

Where the CAB is itself a certification body, inspection body, or other body of a type that issues conformity assessments, the CAB shall not issue accredited certification, inspection, or assessment outputs to its own clients against any standard that ASCB uses for the accreditation of CABs (including ISO/IEC 17021-1, ISO/IEC 17020, ISO/IEC 17025, ISO 15189, ISO/IEC 17029, ISO/IEC 17065, and ISO/IEC 17024), save where the CAB is evaluating a subcontractor for the purposes of confirming that the subcontractor meets the CAB's own requirements. In any such case, documentation issued shall clearly state that it is for the purposes of subcontractor evaluation only and is not certification or accreditation.

4.8 Cooperation with Complaints

The CAB shall assist ASCB in the investigation and resolution of any complaint made by a third party about the CAB's accredited activities, including by providing relevant information, documents, and access to personnel within the timescales reasonably specified by ASCB.

4.9 Restrictions on Marks and Statements

Accreditation is awarded to the CAB only and not to any Associated Company or any other person. The CAB shall not:

- use the ASCB logo or marks other than in accordance with ASL(I)01 and the license granted by ASCB;
- use the words "ASCB Accreditation" or "ASCB Accredited" except where the CAB has a current Accreditation Certificate;
- expressly or impliedly claim that its ASCB accreditation extends to a service that is not within the scope of its current Accreditation Certificate;
- use the term "accreditation" or any similar word in its corporate or trading name, or to describe its services that are not within the scope of its current Accreditation Certificate;
- hold itself out as providing accreditation services that are, or could reasonably be, provided by ASCB;
- permit any Associated Company to use, or claim the benefit of, the CAB's accreditation;
- state or imply, by reference to the number or type of assessments undertaken by ASCB or otherwise, that the CAB's accreditation is better in any way than that of any other ASCB-accredited body.

4.10 Transfer of Certification

This clause applies to the CAB types listed in clause 4.3. It does not apply to inspection bodies, laboratories, test houses, or medical laboratories.

The CAB may accept the transfer of an existing certificate, statement, or other Accredited Output only where it was issued under a current accreditation and is valid at the date of

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transfer. A certificate known to be suspended shall not be accepted for transfer. A client holding a certificate that was not issued under accreditation shall be treated as a new client.

Before taking any certification decision in respect of a transferring client, the CAB shall carry out and document a review covering, as a minimum:

- that the certification falls within the accredited scope of both the issuing body and the CAB;
- the reason the client is seeking transfer;
- that each site seeking to transfer holds a valid certificate;
- the initial certification or most recent recertification report, the latest surveillance or continuing assessment report, and the status of all outstanding nonconformities arising from them;
- complaints received by the issuing body in respect of the client and the action taken; and
- any current engagement by the client with a regulator relevant to the scope of certification.

Where those reports are not made available, or where the surveillance or recertification audit was not completed as the issuing body's audit programme required, the CAB shall treat the client as a new client. The same applies where the review identifies any issue that prevents completion of the transfer. The CAB shall explain the reason to the client and retain a record of it.

Where the issuing body has ceased trading, or its accreditation has expired or been suspended or withdrawn, the transfer shall be completed within six (6) months of that event or on expiry of the certificate, whichever is sooner, and the CAB shall notify ASCB before issuing. Where the issuing body's accreditation was withdrawn on grounds concerning the integrity or accuracy of its records, audits, or certification decisions, the CAB shall treat the client as a new client.

The CAB's normal certification decision process applies, and the decision shall be taken by persons who did not carry out the pre-transfer review. Where the transfer is accepted, the certification cycle shall be based on the previous cycle and the CAB shall establish the programme for the remainder of it. Where the client is treated as a new client, the cycle begins with the certification decision. Clause 4.3 applies to registration of the certificate on issue.

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Where a client notifies the CAB that it is transferring its certification to another body, the CAB shall not suspend or withdraw that client's certification without cause, and shall, on the client's authorization, provide the accepting body with the documents and information it requires under arrangements equivalent to this clause. This obligation continues on termination of this Agreement, in accordance with clause 14.8.

The pre-transfer review and its findings shall be documented and retained, and shall be available to ASCB at assessment.

5. ASCB Obligations and Rights

5.1 Conduct of Assessments

ASCB shall carry out one or more assessments of the CAB in accordance with its procedures, in order to establish conformity with the applicable conformity assessment standard. Assessments may comprise a program of regular or periodic activities, including initial review, surveillance, and reassessment, as ASCB determines from time to time.

ASCB will act in good faith towards the CAB and treat the CAB's representatives with respect. ASCB will apply accreditation criteria consistently and provide suitably competent personnel for assessment activities.

5.2 Assessment Team and CAB Right of Objection

ASCB will notify the CAB of the assessment team in advance. The CAB may raise an objection to any member of the team on the grounds of conflict of interest, lack of impartiality, or any other reasonable ground, by giving written notice to ASCB within 10 business days of being notified of the team. ASCB will consider any such objection and use reasonable endeavors to accommodate it but retains ultimate discretion over team appointment. ASCB may delay an appointment if, in light of an objection, it considers it appropriate to do so.

5.3 Notification of Requirements

ASCB will notify the CAB of its requirements for accreditation and of any changes to those requirements. When notifying changes, ASCB will specify the date by which they must be implemented and give the CAB reasonable time to implement them. The CAB shall notify ASCB when changes are fully implemented.

5.4 Delivery of the Services

ASCB delivers the Services using a combination of personnel, information technology systems, cloud-based software services, and third-party providers, organized and engaged in whatever manner ASCB, in its sole discretion, considers most effective for the delivery of competent and impartial accreditation services. The personnel who deliver the Services may be engaged by ASCB as employees, as independent contractors or consultants, through service contracts with separate businesses including limited companies, partnerships, and other corporate vehicles, or through any combination of these arrangements. ASCB may vary the engagement model, the identity of individual personnel, and the IT systems and third-party providers used in the delivery of the Services at any time without notice to or approval of the CAB. The CAB shall not require ASCB to use any particular engagement model, any particular individual, or any particular IT system or third-party provider.

ASCB takes responsibility for the competence, conduct, training, and quality of all personnel engaged to deliver the Services, regardless of the engagement model, and for the appropriate selection and configuration of the IT systems and third-party providers used in the delivery of the Services. ASCB requires its personnel to maintain competence in accordance with ISO/IEC 17011 and ASCB's internal competence management procedures, and to act with the impartiality and integrity required of an accreditation body. The CAB's right to object to a specific assessor on grounds of conflict of interest, lack of impartiality, or other reasonable ground is set out in clause 5.2; the CAB has no other right to approve, veto, or be notified in advance of the identity of individual personnel, IT systems, or third-party providers used by ASCB.

Nothing in the engagement of any assessor or other ASCB personnel creates any employment, agency, partnership, joint venture, or worker relationship between such person and the CAB, imposes any obligation on the CAB in respect of such person's tax, social security, employment status, pension, or any other liability arising from their engagement by ASCB, or entitles such person to any direct remuneration, benefit, or right of action against the CAB.

6. Fees and Payment

6.1 Fees

The fees payable by the CAB to ASCB are set out in the Schedule applicable to the CAB type, and where applicable in the ASCB published fee schedule referenced in that Schedule. The Schedule sets out the fee categories, the basis on which amounts are determined, and the frequency of payment. All fees are payable in addition to any applicable value added tax or sales tax.

Fees are denominated in US dollars unless ASCB has agreed in writing with the CAB that fees will be invoiced in another currency. ASCB may, at its discretion, publish parallel fee schedules in pounds sterling (GBP) or euros (EUR) for CABs based in the United Kingdom or the Eurozone. Where ASCB has issued a quotation in a non-USD currency, that currency shall apply to that engagement, but the limitation of liability in clause 12.2 remains denominated in US dollars.

Travel and accommodation costs incurred by ASCB in delivering the Services are payable by the CAB at cost in addition to the fees in the Schedule, unless the Schedule expressly provides otherwise. Traveling time is not chargeable.

Fees are payable in advance of the relevant activity unless otherwise agreed in writing. Where an Associated Company of the CAB owes fees to ASCB, ASCB reserves the right to withhold the Services until the Associated Company has settled all outstanding payments.

Except as expressly provided in clause 14.7 (Refund of Unspent Credit on No-Fault Termination), fees are non-refundable. Payment is in respect of administration conducted by ASCB only, and no presumption of accreditation outcome or further entitlement should be inferred.

6.2 Annual Review of Fees

Subject to clauses 6.3 and 6.4, all fees set out in the applicable Schedule are subject to annual review and will increase with effect from January 1 each year by the greater of (i) the United States Consumer Price Index, the United Kingdom Retail Price Index, or such other index of equivalent value applicable in the country where the fees are applicable; and (ii) five percent (5%).

ASCB will notify the CAB of any increase under this clause 6.2 not less than 30 days before its effective date.

6.3 Annual Accreditation Fee and Assessor Day Rate

Notwithstanding clause 6.2, ASCB may, at its discretion, increase the Annual Accreditation Fee and the Assessor Day Rate by an amount that exceeds the index and percentage cap in clause 6.2, in order to reflect changes in operating costs, regulatory requirements, scope of activities, or market conditions.

Any increase under this clause 6.3 will be notified to the CAB in writing not less than 90 days before its effective date. Where the CAB does not accept an increase under this clause 6.3 and the parties cannot agree a revised fee within 30 days of receipt of the notification, the CAB may terminate this Agreement under clause 14.6 and, at ASCB's discretion, the termination may be treated as a No-Fault Termination by ASCB under clause 14.5 with the refund mechanism in clause 14.7 applying.

6.4 Re-accreditation Review

At each four-year re-accreditation point, all fees are subject to a wider review and may increase above the limits in clauses 6.2 and 6.3. ASCB will give the CAB at least 90 days' written notice of any such increase.

6.5 Late Payment

Sums not paid by the due date shall accrue interest at the rate of three percent (3%) per annum above the United States Federal Reserve System base rate, accruing daily from the due date until paid in full, whether before or after judgment.

6.6 Audit of CAB Records

ASCB, or at its election a professional accountancy firm appointed by ASCB, may, on not less than 14 days' written notice to the CAB, inspect and take copies of the CAB's books of account relating to its auditing, certification, inspection, testing, validation, verification, or examination activities for the purpose of establishing the accuracy of registrations, certificate or report issuance, and accounting statements rendered to ASCB under this Agreement.

If any inspection shows under-reporting or underpayment, the CAB shall pay the underpayment to ASCB with interest at three percent (3%) per annum above the United States Federal Reserve System base rate from the date the payment should have been made. If the under-reporting or underpayment exceeds five percent (5%) or USD 1,000 (whichever is greater) in any twelve-month period, the CAB shall additionally pay the reasonable cost of the inspection.

7. Monitoring, Surveillance, and Audit

ASCB may conduct surveillance, witnessing, and audits of the CAB's accredited activities as ASCB deems necessary, including additional or unscheduled visits to verify implementation of changes to accreditation requirements. The CAB shall provide all reasonable cooperation and access. The CAB shall ensure that its contractual arrangements with its own clients permit ASCB to attend client sites for witnessing purposes.

Failure to submit satisfactory evidence of compliance may lead to additional accreditation services, including additional visits, which will be charged at the then-current Assessor Day Rate.

8. Health and Safety on Site Visits

Where attendance of an ASCB representative is required at any premises of the CAB or its clients, the CAB shall:

- ensure that the premises and conditions are suitable and safe, taking into account all applicable health and safety requirements;
- advise ASCB in sufficient time of any personal protective equipment necessary to reduce risks to an acceptable level, and either request that ASCB arranges provision of such equipment, or where the equipment is specific to the site, provide it to each ASCB representative;
- hold a valid and current third-party liability insurance policy relevant to the site at the time of attendance, and provide a copy of the policy to ASCB on request.

If the CAB fails to comply with this clause 8, ASCB may, without incurring any liability for resulting loss or damage, cancel the proposed attendance, and the CAB shall be liable for any cost or expense incurred by ASCB in respect of the canceled attendance. The CAB shall fully indemnify ASCB against any claim, loss, damage, cost, or legal cost arising from a breach of this clause or from any attendance canceled under it.

9. Accreditation Marks, Certificates, and Registration

Use of ASCB logos, certificates, and marks is permitted only in accordance with ASL(I)01 (Use of Marks), as amended from time to time, and only while accreditation is valid and all fees are paid up to date. The CAB shall ensure its own clients are fully aware of the requirements of ASL(I)01.

Use of the ASCB logo is permitted only once Provisional or Full Accreditation status has been granted, following payment to ASCB by the CAB, and only for the period covered by the applicable accreditation fees.

Use of any other logo or mark in respect of ASCB, including the “Crown and Tick” mark or any implication of governmental or statutory authority, is not authorized and is outside the scope of ASCB’s jurisdiction.

On termination of accreditation services or of this Agreement, the CAB shall immediately discontinue use of the ASCB logo and remove or amend, on ASCB’s request, any document, advertising, or promotional material in its possession bearing reference to ASCB.

10. Intellectual Property

Copyright and all other intellectual property rights deriving from ASCB's accreditation activities, including all work performed and delivered within the scope of the Services, remain with ASCB unless otherwise expressly agreed in writing. The CAB is granted a non-exclusive, non-transferable license to use such intellectual property solely for the purpose of carrying out its accredited activities during the term of this Agreement.

Nothing in this Agreement transfers to the CAB any right, title, or interest in the ASCB name, logo, or marks, all of which remain the exclusive property of ASCB.

11. Confidentiality and Data Protection

11.1 Confidentiality

Each party shall keep the Confidential Information of the other party in strict confidence and use it only for the purpose of performing this Agreement. This obligation does not apply to information that (i) is or becomes publicly available without breach of this clause, (ii) is rightfully received from a third party free of confidentiality obligations, (iii) is independently developed without reference to the other party's Confidential Information, or (iv) is required to be disclosed by law, regulation, or order of a court or competent authority.

Each party may disclose Confidential Information of the other party to its own officers, employees, contractors, agents, professional advisers, technical experts, peer reviewers, and other parties it engages or consults in connection with the performance of this Agreement or the operation of its business, provided that each such recipient is bound by confidentiality obligations substantially equivalent to those in this clause 11.

The CAB acknowledges that ASCB processes CAB Confidential Information, and information relating to the CAB's accredited activities and clients, through ASCB's personnel and through parties ASCB engages or consults, in the course of delivering the Services and operating its accreditation system. The CAB further acknowledges that ASCB uses commercially reasonable information technology and cloud-based software services in the course of delivering the Services, and that CAB Confidential Information may be stored, processed, or transmitted through such services. ASCB will use commercially reasonable endeavors to ensure that such services are configured with appropriate contractual and technical safeguards, including enterprise-tenancy or equivalent controls that prevent the service provider from using CAB Confidential Information for any purpose other than the provision of the service to ASCB, and including, where applicable, controls that prevent CAB Confidential Information from being used for the training of artificial intelligence or machine

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learning models. The CAB consents to all such processing without further notice or approval, on the basis that ASCB remains responsible for the confidentiality conduct of those to whom it discloses Confidential Information and complies with applicable data protection law in respect of any personal data so processed. ASCB may also disclose Confidential Information to regulators, scheme owners, or competent authorities where reasonably required to maintain or demonstrate the integrity of the accreditation system, in particular where a Significant Nonconformity has been identified and the CAB has not, in ASCB's sole opinion, made an appropriate disclosure. ASCB may disclose accreditation status, scope, and the existence of this Agreement on its public registers.

The obligation of confidentiality in this clause 11 will continue for ten (10) years after termination of this Agreement.

11.2 Data Protection

Each party shall comply with all applicable data protection and privacy laws in the performance of this Agreement. Where ASCB processes personal data on behalf of the CAB or vice versa, the parties shall enter into such further written terms as are required to give effect to applicable data protection law.

12. Nature of Accreditation and Limitation of Liability

12.1 Nature of Accreditation

ASCB accreditation represents the professional opinion of ASCB based on sampling assessment methods. It does not constitute a guarantee of full compliance, performance, or fitness for purpose of the CAB's activities or outputs.

Holding an Accreditation Certificate does not in any way change the contractual responsibilities that the CAB owes to its clients and does not release the CAB from its obligations to its clients. The CAB remains solely liable to its clients for any failure to meet its obligations. While accreditation indicates the impartiality, integrity, and competence of the CAB to the relevant standards, ASCB does not accept responsibility for any breach by the CAB of this Agreement or any act or omission of the CAB at any time.

The authority vested in ASCB is limited to that assigned by the CAB under this Agreement. No claim is made of statutory, legislative, or governmental authority unless expressly stated by ASCB. The CAB shall not state or imply that, by virtue of ASCB accreditation, it acts with the support, approval, license, or authority of any government or statutory body of any nation, commission, or state.

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12.2 Limitation of ASCB Liability

To the maximum extent permitted by law, ASCB's total aggregate liability to the CAB arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed USD 100,000.

ASCB shall not be liable to the CAB for any loss of profit, loss of revenue, loss of contracts, loss of anticipated savings, loss of business opportunity, loss of goodwill or reputation, or any indirect, special, or consequential loss, however arising. ASCB shall not be liable for any loss arising out of or consequential upon the provision of false, misleading, or incomplete documentation or information by the CAB.

Nothing in this Agreement excludes or limits liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot be excluded or limited under applicable law.

The CAB acknowledges that it has reviewed the limitations in this clause 12.2, has had the opportunity to negotiate them with ASCB, has had the opportunity to take independent legal advice, and considers the limitations to be reasonable in light of the fees paid for the Services and the nature of the Services provided.

12.3 Indemnity by CAB

The CAB shall indemnify and keep ASCB indemnified against all losses, damages, claims, demands, costs, and expenses (including reasonable legal fees) suffered or incurred by ASCB arising out of or in connection with: (a) any third-party claim relating to certificates, reports, statements, or other Accredited Outputs issued by the CAB; (b) the CAB's breach of this Agreement; (c) any misuse by the CAB of any Accreditation Certificate or ASCB mark; (d) any canceled attendance under clause 8; or (e) the CAB's willful misconduct, fraud, or breach of applicable law.

The CAB acknowledges that no officer, employee, member, manager, or agent of ASCB owes any personal duty of care to it, and that the CAB shall not bring any claim against any such person arising out of or in connection with this Agreement. The CAB shall fully indemnify ASCB and any such person against any loss arising from a claim brought in breach of this provision.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by an event beyond that party's reasonable control, including acts of God, war, terrorism, civil unrest, government action, epidemic, pandemic, natural disaster, fire, flood, failure of utilities or telecommunications, or industrial dispute (a “Force Majeure Event”). Payment obligations are not excused by a Force Majeure Event.

There is no obligation on ASCB to extend any time limit for satisfaction of a requirement by the CAB, or any period of validity of accreditation, or to give credit for any fees paid by the CAB in the event of delay attributable to the CAB.

If a Force Majeure Event continues for more than 90 consecutive days, either party may terminate this Agreement on written notice without further liability, save for payment of fees due to the date of termination and refund of any Unspent Credit on the basis set out in clause 14.7.

14. Term, Sanctions, and Termination

14.1 Term

This Agreement takes effect on the Effective Date and continues until terminated in accordance with this clause 14.

14.2 Insolvency Event

An “Insolvency Event” occurs in respect of a party where it: (a) is unable to pay its debts as they fall due; (b) appoints, or has appointed, an administrator, receiver, or similar officer; (c) gives notice of intention to appoint such an officer; (d) is the subject of a winding-up or analogous order, whether voluntary or compulsory (excluding a voluntary winding-up for the purposes of solvent reorganization); (e) enters into a compulsory or voluntary arrangement with creditors; or (f) suffers any analogous proceeding under any jurisdiction.

14.3 Sanctions Short of Termination

Without prejudice to its right to terminate, ASCB may, on written notice to the CAB and without liability, take any one or more of the following actions where it reasonably believes the CAB has failed to comply with this Agreement, has acted incompatibly with accreditation, or where a Significant Nonconformity has been identified for which timely and appropriate corrective action is not possible or has not been taken:

- require remedial action within a specified timescale, time being of the essence;
- suspend, partially suspend, or withhold accreditation;
- reduce the scope of accreditation;
- require an additional or unscheduled assessment, at the CAB’s cost;

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- withhold the Services until outstanding fees are settled;
- refuse or terminate an application for accreditation that is in progress;
- publish the fact, but not the specifics, of the suspension, withdrawal, or other sanction in any media ASCB considers fit, and the CAB agrees that ASCB will not be liable for any loss or damage to the CAB or its clients arising from such publication;
- notify any competent authority, regulator, or scheme owner where the failure relates to accredited activities undertaken for a scheme or under a regulation.

14.4 Termination by ASCB for Cause

ASCB may terminate this Agreement, and the Services provided under it, with immediate effect and without notice or compensation, by written notice to the CAB, where:

- the CAB commits a material breach of this Agreement;
- the CAB has provided false or misleading information at any stage of the application, audit, or surveillance process;
- the CAB is subject to an Insolvency Event;
- the CAB is the subject of regulatory action that, in ASCB's reasonable opinion, materially affects its capacity to act as an accredited body;
- the CAB has acted in a manner that, in ASCB's reasonable opinion, brings or is likely to bring ASCB or the accreditation system into disrepute;
- the CAB fails to pay any fee within 30 days of the due date and fails to cure such non-payment within a further 14 days of written final demand;
- the CAB has failed to take Remedial Action notified under clause 14.3 within the timescales specified;
- a Significant Nonconformity has been identified for which timely and appropriate corrective action is not possible or has not been taken; or
- ASCB is required to terminate by law, regulation, sanctions, or order of any competent authority.

Where ASCB considers that the circumstances are serious but does not yet wish to terminate, ASCB may instead suspend the Services with immediate effect under clause 14.3 pending further investigation. Suspension under clause 14.3 is without prejudice to ASCB's right subsequently to terminate under this clause 14.4 in respect of the same matter.

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On a termination for cause, all fees paid by the CAB are non-refundable and ASCB shall retain all such fees in accordance with clause 6.1. The CAB shall pay any outstanding fees, including pro rata charges to the date of termination.

14.5 Termination by ASCB for Convenience (No-Fault)

ASCB may terminate this Agreement, and the Services provided under it, at any time and for any reason or for no reason, by giving the CAB not less than three (3) months' written notice (a "No-Fault Termination").

Where ASCB terminates by No-Fault Termination, ASCB shall, subject to the conditions in clause 14.7, refund to the CAB the Unspent Credit held in the CAB's IRQAO Account on the effective date of termination.

ASCB's obligation to refund Unspent Credit under this clause does not arise where this Agreement is terminated under clause 14.4 (For Cause) or clause 14.6 (By the CAB).

14.6 Termination by the CAB

The CAB may terminate this Agreement on not less than three (3) months' written notice to ASCB. All fees paid before the effective date of termination are non-refundable. The CAB shall pay any outstanding fees, including pro rata charges to the date of termination, before notice is treated as effective.

14.7 Conditions for Refund of Unspent Credit

Refunds under this clause 14.7 apply only to the Unspent Credit held in the CAB's IRQAO Account, calculated as set out in the definition of Unspent Credit in clause 3.2. Refunds do not apply to fees paid in respect of Services already rendered.

Any refund of Unspent Credit under clause 14.5, clause 13 (Force Majeure), or clause 2.2 (Updates and Amendments) is conditional on the CAB satisfying all of the following requirements within 90 days of the effective date of termination:

- the CAB shall provide ASCB with a valid invoice or formal request for refund, in such form as ASCB reasonably requires, identifying the amount claimed and supported by reference to the IRQAO Account statement;
- the CAB shall provide ASCB with full bank account details for an Approved Bank, including bank name, branch, account holder name (which must match the legal entity name of the CAB on this Agreement), account number, sort code or routing number, IBAN, BIC or SWIFT code as applicable;

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- the receiving bank account must be held with an Approved Bank in a jurisdiction with which ASCB and its banking partners may lawfully transact at the time of payment;
- the CAB shall not be in breach of any provision of this Agreement, and there shall be no outstanding fees, charges, or other amounts due from the CAB to ASCB or any Associated Company of the CAB to ASCB; ASCB may set off any such amounts against the Unspent Credit before payment;
- the CAB shall provide such additional information or documentation as ASCB or its banking partners may reasonably require to comply with applicable know-your-customer, anti-money-laundering, sanctions screening, or tax reporting obligations.

Where ASCB or its banking partners cannot lawfully or practically make payment to the CAB, including because the CAB is in or controlled from a jurisdiction subject to sanctions, restrictions, or freezing measures imposed by the United States Office of Foreign Assets Control (OFAC), the United Kingdom Office of Financial Sanctions Implementation, the European Union, the United Nations Security Council, or any other applicable sanctions authority, or because the receiving bank is not an Approved Bank, ASCB shall not be obliged to make a refund and shall be entitled to retain the Unspent Credit. ASCB will use reasonable endeavors to notify the CAB in writing of the reason for non-payment. The CAB may resubmit a refund request once the relevant impediment has been removed, subject to a long-stop date of one (1) year from the effective date of termination, after which any unrefunded Unspent Credit shall be retained by ASCB.

Where ASCB has agreed in writing to make a refund and all conditions have been satisfied, ASCB shall pay the refund within 30 days of satisfaction of the last applicable condition.

14.8 Consequences of Termination

On termination of this Agreement, however arising:

- the Accreditation Certificate, which is at all times the property of ASCB, is withdrawn and immediately ceases to be valid;
- the CAB shall immediately cease use of the ASCB logo, name, and marks, and remove or amend, on ASCB's request, any document, advertising, or promotional material in its possession that bears reference to ASCB;
- the CAB shall cease issuing to its clients any matter previously authorized under accreditation (such as certificates, reports, and statements), but no matter already issued shall cease to have effect unless ASCB has so notified the CAB;

- the CAB shall, in the form ASCB reasonably requires, notify any client or other person with whom it is dealing in relation to services covered by accreditation that the CAB is no longer accredited;
- the CAB shall cooperate with any client transferring its certification to another body, in accordance with clause 4.10, and shall not suspend or withdraw that client's certification without cause;
- each party shall return or, at the other party's option, destroy the other's Confidential Information;
- any provision of this Agreement that, expressly or by implication, is intended to survive termination shall continue in full force, including clauses 4 (Status and Obligations of the CAB) so far as relevant to wind-down and in particular clause 4.10 (Transfer of Certification), 6.6 (Audit), 9 (Marks, post-termination), 10 (Intellectual Property), 11 (Confidentiality), 12 (Limitation and Indemnity), 14.7 (Refund Conditions), 14.8 (this clause), 15 (Dispute Resolution), 16 (Arbitration), 17 (Governing Law), and 18 (General).

Termination is without prejudice to any rights or liabilities accrued on or before the date of termination. All fees and expenses accrued but unpaid become immediately due and payable on termination.

15. Dispute Resolution

15.1 Good-Faith Negotiation

Before commencing any formal dispute resolution process, the parties shall attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement, or its breach, termination, validity, or enforceability (a "Dispute"), through negotiation between senior representatives of each party with authority to settle the matter.

A party wishing to invoke this clause shall give written notice to the other party setting out the nature of the Dispute. The senior representatives shall meet, in person or by video conference, within 14 days of the date of such notice. If the Dispute is not resolved within 30 days of the notice, either party may proceed under clause 15.2.

15.2 Mediation

If the Dispute is not resolved by negotiation, the parties may, by mutual written agreement, refer the Dispute to mediation administered by any of the following providers:

- the American Arbitration Association under its Commercial Mediation Rules, with the seat of mediation in Wilmington, Delaware;
- JAMS under its Mediation Rules, with the seat of mediation in Wilmington, Delaware;
- the Centre for Effective Dispute Resolution (CEDR) under its Model Mediation Procedure, with the seat of mediation in London, United Kingdom.

Where the parties cannot agree on a provider within 14 days of one party proposing mediation, mediation under this clause does not proceed and either party may proceed to arbitration under clause 16. Mediation is not a precondition to arbitration.

The choice of mediation provider does not affect the governing law or seat of arbitration. Mediation under any of the listed providers does not subject either party to the substantive or procedural law of the mediation seat for any purpose other than the conduct of the mediation itself.

15.3 Carve-Out for Urgent Relief

Notwithstanding this clause 15 and clause 16, either party may seek interim, injunctive, or other equitable relief from any court of competent jurisdiction in order to protect its rights, including its intellectual property, confidential information, or to enforce the marks or termination provisions of this Agreement. The CAB acknowledges that damages alone may not be an adequate remedy for ASCB in respect of any breach of this Agreement by the CAB.

15.4 Complaints and Appeals Process

Any complaint by the CAB against ASCB shall first be made in writing in accordance with ASCB's published complaints process. Any appeal against an accreditation decision of ASCB may only be made in accordance with ASCB's published appeals process. Compliance with these internal processes is a precondition to invocation of clauses 15.1 to 16.

16. Arbitration

16.1 Agreement to Arbitrate

Subject to clauses 15.3 and 16.5, any Dispute that has not been resolved under clause 15 shall be finally and exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect (the "Rules"), as modified by this clause 16.

16.2 Seat, Language, and Number of Arbitrators

The seat and legal place of arbitration shall be Wilmington, Delaware, United States. The language of the arbitration shall be English. The arbitration shall be conducted by:

- a sole arbitrator, where the amount in dispute is less than USD 250,000 or where the dispute is non-monetary; or
- a panel of three arbitrators, where the amount in dispute is USD 250,000 or more, with each party appointing one arbitrator and the two so appointed selecting the chairperson.

16.3 Powers and Award

The arbitrator(s) shall have the power to grant any remedy or relief that a court of competent jurisdiction in Delaware could grant, including specific performance and declaratory relief, but excluding punitive or exemplary damages. The award shall be final and binding on the parties from the date it is made and shall be enforceable in any court of competent jurisdiction. Judgment on the award may be entered in any such court.

16.4 Costs

The arbitrator(s) shall apportion the costs of the arbitration, including reasonable legal fees, between the parties. Each party shall bear its own costs unless the arbitrator(s) determine that the conduct of a party justifies a different allocation.

16.5 Carve-Outs

Nothing in this clause 16 prevents either party from: (a) seeking interim or injunctive relief under clause 15.3; (b) bringing proceedings to enforce an arbitral award; or (c) bringing collection proceedings for sums due and payable under this Agreement that are not the subject of a bona fide dispute.

16.6 Confidentiality of Arbitration

The existence, conduct, and outcome of any arbitration under this clause 16 shall be confidential, save where disclosure is required by law, regulation, or the order of a competent court or authority, or for the purpose of enforcing the award.

17. Governing Law and Jurisdiction

This Agreement, including any non-contractual obligations arising out of or in connection with it, is governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Subject to clauses 15 and 16, the parties submit to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, in respect of any matter arising under or in connection with this Agreement that is not subject to arbitration.

ASCB shall not be liable retrospectively for consequences, costs, or damages arising from changes in law or the introduction of new statutory or regulatory instruments that may subsequently invalidate or affect ASCB activities.

18. General

18.1 Entire Agreement

This Agreement, together with the Schedules and the documents referenced in the order of precedence at clause 2.3, constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, understandings, representations, and arrangements, whether written or oral.

18.2 No Reliance and Acknowledgment of Negotiation

Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance, or warranty other than those expressly set out in this Agreement. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

Each party further acknowledges that it has had the opportunity to negotiate the terms of this Agreement, including the limitations of liability in clause 12.2, and that the Agreement reflects the commercial bargain reached between sophisticated parties.

18.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected. The parties shall negotiate in good faith to replace any such provision with a valid, enforceable provision that achieves, as far as possible, the original commercial intent.

18.4 No Waiver

No failure or delay by a party to exercise any right or remedy shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise. A waiver is effective only if given in writing.

18.5 No Partnership or Agency

Nothing in this Agreement constitutes a partnership, joint venture, agency, or employment relationship between the parties. Neither party has authority to bind the other or to incur obligations on the other's behalf.

18.6 No Personal Liability of Members or Managers

ASCB is a Delaware limited liability company. The members, managers, officers, employees, and agents of ASCB shall have no personal liability under this Agreement, and the CAB's recourse is limited to the assets of ASCB.

18.7 Counterparts and Electronic Signature

This Agreement may be executed in any number of counterparts, each of which is an original and which together constitute one and the same instrument. Execution by electronic signature, including by image of a signature transmitted electronically or by an electronic signature platform, is valid and binding.

18.8 Third-Party Rights

This Agreement does not confer any rights on any person other than the parties. No third party has any right to enforce any term of this Agreement, save that the officers, employees, members, managers, and agents of ASCB may rely on clauses 12.3 and 18.6.

18.9 Notices

Any notice given under or in connection with this Agreement shall be in writing and signed by or on behalf of the party giving it. Notice may be given by email, by post, or by an internationally recognized courier service.

Notice served by email shall be deemed served at the time of transmission, provided no delivery failure notification is received. Notice served by post shall be deemed served 72 hours from the time of posting if posted within the United States, or 10 days from the date of posting if posted outside the United States. Notice served by courier shall be deemed served two business days after delivery to the courier. Where service occurs after 5 p.m. local time at the place of receipt, or on a non-business day, service shall be deemed to occur at 9 a.m. on the next business day.

Notices to ASCB shall be sent to admin@ascb.com or to Accreditation Service for Certifying Bodies LLC, 8 The Green, Dover, Delaware 19901, United States. Notices to the CAB shall be sent to the email and postal address shown in the execution block, or such other address as the CAB has notified to ASCB in writing.

All outstanding fees must be paid before any notice from the CAB is accepted as effective.

18.10 Assignment

ASCB may assign, novate, or transfer this Agreement, in whole or in part, to any party, on written notice to the CAB, whereupon ASCB shall be relieved from any obligation or liability assumed by the assignee. The CAB may not assign, novate, sublicense, or otherwise transfer this Agreement, or any rights or obligations under it, without the prior written consent of ASCB.

18.11 Further Advice

The CAB and its clients are advised to take expert advice when engaging accreditation services. Statements made by ASCB in reports or other correspondence are based on sampling assessment methods and shall not be interpreted as confirmation of compliance across the entirety of an organization's operations.

19. Execution

This document is the standard form of the ASCB Master Terms of Service ASL(D)34.103. The execution block is included in the version of this document issued by ASCB to a Conformity Assessment Body (CAB) for signature at the point of formal engagement. This Review Copy is for informational and pre-contractual purposes only and is not capable of execution. To request the signing version of this document, please contact ASCB at admin@ascb.com.

Schedule A

Management System Certification Bodies (ISO/IEC 17021-1)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

A1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO/IEC 17021-1 (Conformity assessment - Requirements for bodies providing audit and certification of management systems), and shall update its management system within the designated transition period when ISO publishes a newer version.

A2. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the certification body shall:

- ensure that the management system is implemented throughout the organization prior to the Stage 2 Implementation Audit;
- maintain an IRQAO Account in accordance with clause 4.3 of the Agreement;
- issue Applicable Certificates for one standard and one client at a time, and not issue certificates of multiple topics or standards unless registered on IRQAO as an integrated management system (IMS) certificate;
- manage any consultancy and related activities of itself and its Associated Companies in accordance with clause 4.6 of the Agreement and ASL(G)33.

A3. Fees

The fees for management system certification bodies are published in ASL(G)72 (or any successor document), to which clauses 6.1 to 6.6 of the Agreement apply. The fee categories include:

- Application Fee, including review of up to two certification standards;
- Scope Extension Application Fee per additional standard;
- Annual Administration Fee, discounted by Registration Fees paid in the prior 12 months up to a maximum discount of 100 percent;
- Assessor Day Rate for initial assessment, surveillance, re-accreditation, scope extension assessment, and corrective action review;

- Initial and Surveillance Registration Fees per Applicable Certificate, payable on issue and on each anniversary, in the country-specific amounts set out in ASL(G)72;
- Travel and accommodation at cost.

For the avoidance of doubt, Initial and Surveillance Registration Fees are payable in respect of each Applicable Certificate regardless of certificate status (including suspension or probation), unless the certificate has been formally withdrawn.

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Schedule B

Inspection Bodies (ISO/IEC 17020)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

B1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO/IEC 17020 (Conformity assessment - Requirements for the operation of various types of bodies performing inspection), and where applicable ISO 9001.

B2. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the inspection body shall:

- issue accredited inspection reports or test reports bearing the ASCB logo or references to ASCB only in respect of the scope of work defined within the Schedule to its Accreditation Certificate;
- advise ASCB if the level of activity exceeds 3,000 inspection assignments globally in any accreditation year;
- operate in compliance with relevant national, regional, and international standards, regulations, and guides applicable to inspection activities.

B3. No IRQAO Registration Requirement

For the avoidance of doubt, inspection bodies are not required to register inspection reports or other Accredited Outputs on IRQAO. Clause 4.3 of the Agreement does not apply to inspection bodies.

B4. Fees

Fees for inspection bodies are not published as a fixed price list. Fees depend on the applied scope, number and geographic distribution of accredited locations, and projected annual assignment volume, and are issued by ASCB by quotation at the start of accreditation and reviewed at each four-year re-accreditation point.

The fee categories include:

- Initial administration and registration fee, payable once on application;

- Initial implementation and witness assessments, payable in Year 1 of accreditation and again in each subsequent fifth year (two months prior to accreditation expiration);
- Total implementation and witness assessment cost, payable in Years 2, 3, and 4 of each four-year accreditation cycle (two months prior to accreditation expiration);
- Annual Accreditation Fee, payable on grant of provisional accreditation and on each anniversary;
- Additional regional locations, payable on request for additional locations and on each subsequent anniversary;
- Corrective action review audit at the Assessor Day Rate, where the duration exceeds 0.25 days;
- Travel and accommodation at cost.

Fee assumptions, including the number of accredited locations, geographic regions, and annual assignment volume, are recorded in the quotation issued by ASCB. Where actual activity exceeds the assumptions in the quotation, the fees may be adjusted on review.

B5. Activity Reporting Audit

ASCB may, in addition to its rights under clause 6.6 of the Agreement, audit the number of inspection assignments declared by the CAB. Under-reporting that, if accurately reported, would have triggered further compliance checks or further accreditation fees, shall be subject to the interest and cost-recovery provisions of clause 6.6.

Schedule C

Testing and Calibration Laboratories (ISO/IEC 17025)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

C1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO/IEC 17025 (General requirements for the competence of testing and calibration laboratories).

C2. Accredited Outputs

Test reports, calibration reports, and other documented outputs issued by the CAB under ASCB accreditation are Accredited Outputs. Accredited Outputs do not constitute certification.

C3. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the laboratory or test house shall:

- not issue Accredited Outputs for standards or activities outside its accredited scope as defined in the Schedule to its Accreditation Certificate;
- ensure that all reports bearing the ASCB logo are clearly identified as Accredited Outputs of the CAB and are issued only by personnel competent to do so under the management system.

C4. No IRQAO Registration Requirement

For the avoidance of doubt, laboratories and test houses are not required to register test reports, calibration reports, or other Accredited Outputs on IRQAO. Clause 4.3 of the Agreement does not apply to laboratories and test houses.

C5. Fees

The fees for testing and calibration laboratories are published in ASL(G)52 (or any successor document), to which clauses 6.1 to 6.6 of the Agreement apply. ASL(G)52 sets out a turnover-based ongoing accreditation fee structure for commercial laboratories and a tests-conducted-based structure for non-commercial and government laboratories. The fee categories include:

- Application Fee, including the cost of accrediting the first five standards or activities;
- Fee per standard for more than five standards or activities;
- Ongoing accreditation surveillance fee, calculated by reference to gross turnover or number of tests conducted, as set out in ASL(G)52;
- Assessor Day Rate, subject to scope and location;
- Travel and accommodation at cost.

The ongoing accreditation fee is due in respect of the gross turnover or number of tests conducted by the laboratory regardless of the defined scope within the Schedule to the Accreditation Certificate. ASCB reserves the right to verify gross turnover or test volume figures in accordance with clause 6.6 of the Agreement.

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Schedule D

Medical Laboratories (ISO 15189)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

D1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO 15189 (Medical laboratories - Requirements for quality and competence) and, where applicable, ISO/IEC 17025.

D2. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the medical laboratory shall:

- operate in compliance with all applicable medical, clinical, and patient-safety regulations in the jurisdictions in which it operates;
- maintain documented procedures for examination of biological samples that are appropriate to the patient population served;
- comply with all applicable data protection and patient confidentiality laws, including, where applicable, HIPAA, GDPR, and equivalent regimes.

D3. No IRQAO Registration Requirement

For the avoidance of doubt, medical laboratories are not required to register test reports or other Accredited Outputs on IRQAO. Clause 4.3 of the Agreement does not apply to medical laboratories.

D4. Anti-Corruption

Given the public-health character of medical laboratory activities, strict compliance with the anti-bribery and anti-corruption obligations in clause 4.2 of the Agreement is of particular importance. The CAB shall promptly report to ASCB any request or demand for any undue financial or other advantage received in connection with its accredited activities.

D5. Fees

The fees for medical laboratories are published in ASL(G)52 (or any successor document), to which clauses 6.1 to 6.6 of the Agreement apply. The fee structure mirrors that for testing and calibration laboratories under Schedule C, with ongoing accreditation surveillance fees calculated by reference to gross turnover or number of tests conducted. The fee categories include:

- Application Fee, including the cost of accrediting the first five standards or activities;
- Fee per standard for more than five standards or activities;
- Ongoing accreditation surveillance fee, calculated by reference to gross turnover or number of tests conducted;
- Assessor Day Rate, subject to scope and location;
- Travel and accommodation at cost.

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Schedule E

Training Providers, including Training Institutes

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

E1. Applicable Scope

This Schedule applies where the CAB is a Training Provider accredited by ASCB in respect of one or more training courses listed in the Schedule to its Accreditation Certificate. Training institute is a legacy term for a training provider and is covered by this Schedule.

E2. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the training provider shall:

- comply with the requirements of its quality management system and the Course Management Plan for each accredited course;
- not act in a manner prejudicial to the reputation or interest of either its students or ASCB;
- not actively solicit any work with students during the tutoring or examining process;
- maintain an IRQAO Account in accordance with clause 4.3 of the Agreement and register all student certificates issued under ASCB accreditation in IRQAO, with student details, immediately on issue;
- not present, or cause to be inferred, that material outside the accredited course scope is accredited or approved by ASCB;
- apply for re-accreditation of each course at the intervals defined in ASCB's applicable fee schedule.

E3. Fees

Fees for training providers are not published as a fixed price list. Fees depend on the number and nature of accredited courses, expected student volumes, and any onsite assessment requirements, and are issued by ASCB by quotation at the start of accreditation and reviewed at each four-year re-accreditation point.

The fee categories include:

- Application Fee, payable once on application;

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- Initial Course Accreditation Review per course;
- Annual Accreditation Fee, payable on grant of provisional accreditation and on each anniversary;
- Initial student certificate registration fee per student certificate;
- Re-certification of accredited course every four years per course;
- Course material change review on notification of material change;
- Onsite assessment at the Assessor Day Rate, where required;
- Corrective action review audit at the Assessor Day Rate;
- Travel and accommodation at cost, where required.

Fee assumptions, including the number and nature of accredited courses and expected student volumes, are recorded in the quotation issued by ASCB. Where actual activity exceeds the assumptions in the quotation, the fees may be adjusted on review.

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Schedule F

Validation and Verification Bodies (ISO/IEC 17029)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

F1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO/IEC 17029 (Conformity assessment - General principles and requirements for validation and verification bodies) and the applicable validation or verification standard, including, where applicable, ISO 14064-3, ISO 14065, and any sector-specific scheme requirements.

Where the CAB's declared scope includes validation or verification of greenhouse gas information, emissions, removals, or related claims, ASCB will assess the CAB's competence, impartiality, and operational controls against the applicable requirements of ISO 14065, in addition to ISO/IEC 17029. This assessment applies only to the greenhouse gas-related portion of the declared scope and does not alter the underlying accreditation standard.

F2. Accredited Outputs

Validation and verification statements issued by the CAB under ASCB accreditation are Accredited Outputs. Accredited Outputs under this Schedule do not constitute certification, regulatory approval, endorsement, or acceptance of any organization, product, project, subject matter, or claim.

F3. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the validation and verification body shall:

- conduct validation and verification activities in accordance with its approved procedures and the applicable validation or verification standard;
- submit records and reports from completed validation or verification activities for review on ASCB's request;
- permit witness assessment of validation or verification activities, remotely or onsite, as ASCB determines;

- maintain an IRQAO Account in accordance with clause 4.3 of the Agreement and register all validation and verification statements issued under ASCB accreditation on IRQAO immediately on or before issue;
- notify ASCB of issued validation or verification statements in accordance with ASCB rules.

F4. Fees

The fees for validation and verification bodies are published in ASL(G)96 (or any successor document), to which clauses 6.1 to 6.6 of the Agreement apply. The fee categories include:

- Application Fee, including review of up to two validation or verification activities;
- Scope Extension Application Fee for additional validation or verification activities;
- Annual Administration Fee, discounted by Statement Issuance Fees paid in the prior 12 months up to a maximum discount of 100 percent;
- Assessor Day Rate for initial assessment, surveillance, re-accreditation, scope extension assessment, and corrective action review;
- Statement Issuance Fees per validation or verification statement issued, in the country-specific amounts set out in ASL(G)96;
- Travel and accommodation at cost.

Where a validation or verification statement covers multiple applicable standards, schemes, or programs, fees apply to each individual standard, scheme, or program included within the scope of the statement.

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Schedule G

Personnel Certification Bodies (ISO/IEC 17024)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

G1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO/IEC 17024 (Conformity assessment - General requirements for bodies operating certification of persons).

G2. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the personnel certification body shall:

- apply the ASCB logo only in respect of the personnel certification scheme for which accreditation has been awarded, and bring to the attention of clients and registrants any areas of business for which it has not been accredited;
- ensure that its certified persons and registrants comply with the applicable requirements;
- maintain an IRQAO Account in accordance with clause 4.3 of the Agreement and register all personnel certificates issued under ASCB accreditation on IRQAO immediately on or before issue, with the certified person's details;
- obtain the consent of certified persons and registrants to the publication of their personal details on www.irqao.com, in accordance with applicable data protection law;
- manage any consultancy and related activities of itself and its Associated Companies in accordance with clause 4.6 of the Agreement and ASL(G)33.

G3. Accreditation Scope

Accreditation under this Schedule is applicable only to certificates issued by the personnel certification body in respect of personnel certification schemes that have been submitted to and approved by ASCB and that are retained within the ASCB registry.

ASCB certificates signify that, in the opinion of ASCB, the personnel certification body has verified its certified persons as meeting the requirements for issue regarding the subjects and disciplines defined on the certificate. ASCB confirms registration in the IRQAO list of certified organizations and personnel and any other list ASCB deems appropriate, and that summary details of the certificate shall be published in a publicly accessible format.

G4. Fees

The fees for personnel certification bodies are published in ASL(G)63 (or any successor document), to which clauses 6.1 to 6.6 of the Agreement apply. The CAB may select either of two fee options at its discretion, and may transition from Option 1 to Option 2 at any time. Both options require listing of all certified persons on IRQAO as a mandatory part of continued accreditation.

Option 1 - Per registrant approach

A fixed annual fee, plus a per-scheme or per-active-course fee, plus an additional fee per registered person at the standard registrant rate set out in ASL(G)63. Registrant fees are paid via IRQAO. The amounts of the annual fee, the per-scheme fee, and the per-registrant fee are set out in ASL(G)63.

Option 2 - Whole-Body approach

A single fixed annual fee covering an unlimited number of accredited schemes and including up to 1,500 student registrations per year. There is no application fee or per-scheme fee under this option. Where annual student registrations exceed 1,500, ASCB will issue a bespoke quotation for the additional registrations. The annual fee under Option 2 is set out in ASL(G)63. Registrant fees on IRQAO are set to free of charge under this option.

Common fee items

In addition to the option-specific fees:

- Assessor Day Rate for initial assessment, surveillance, re-accreditation, and corrective action review;
- Travel and accommodation at cost.

The CAB is liable for the Registration Fee due in respect of every certificate it issues under ASCB accreditation or bearing the ASCB logo. Use of the ASCB and IRQAO logos on certificates and training literature signifies agreement by the CAB that the applicable fees are due to ASCB in respect of the person certificated. This liability may be offset where certificated persons pay the Registration Fee directly to ASCB.

Schedule H

Product Certification Bodies (ISO/IEC 17065)

This Schedule forms part of the ASCB Master Terms of Service ASL(D)34.103 (the "Agreement") and applies to the CAB type identified in the execution block. Capitalized terms have the meanings given in the Agreement.

H1. Applicable Standard

The CAB shall maintain a documented management system compliant with the latest version of ISO/IEC 17065 (Conformity assessment - Requirements for bodies certifying products, processes and services), together with any scheme-specific requirements that apply to each certification scheme within its accredited scope.

H2. CAB-Specific Obligations

In addition to the obligations in clause 4 of the Agreement, the product certification body shall:

- issue accredited product certificates bearing the ASCB logo or references to ASCB only in respect of the products, processes, or services within its accredited scope;
- operate each certification scheme in accordance with the scheme requirements and any scheme owner requirements that apply;
- control the evaluation, review, and certification decision functions so that the certification decision is taken by personnel who did not carry out the evaluation;
- maintain an IRQAO Account in accordance with clause 4.3 of the Agreement and register all product certificates issued under ASCB accreditation on IRQAO;
- ensure that its certified clients apply certification marks only as permitted by the scheme and by ASL(G)33;
- manage any consultancy and related activities of itself and its Associated Companies in accordance with clause 4.6 of the Agreement and ASL(G)33.

H3. Accreditation Scope

Accreditation under this Schedule applies only to product certificates issued by the product certification body in respect of the certification schemes, products, processes, or services listed in the Schedule to its Accreditation Certificate.

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ASCB accreditation signifies that, in the opinion of ASCB, the product certification body operates in accordance with ISO/IEC 17065 and the applicable scheme requirements. It is not a warranty of any certified product, process, or service.

H4. Fees

The fees for product certification bodies are published in ASL(G)90 (or any successor document), to which clauses 6.1 to 6.6 of the Agreement apply.

The fee categories include:

- Initial administration and registration fee, payable once on application;
- Annual Accreditation Fee, payable on grant of provisional accreditation and on each anniversary;
- Assessor Day Rate for initial assessment, surveillance, re-accreditation, scope extension assessment, and corrective action review;
- Initial and Surveillance Registration Fees per Applicable Certificate, payable on issue and on each anniversary;
- Travel and accommodation at cost.

For the avoidance of doubt, Initial and Surveillance Registration Fees are payable in respect of each Applicable Certificate regardless of whether the certificate bears the ASCB logo.

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