



CB-100 - CERTIFICATION AGREEMENT

This certification agreement is made effective by signing below and is between Compliance Testing, LLC (the Company) and NINGBO SHARKWARD ELECTRONICS CO., LTD. (the Client), collectively referred to as “the Parties”.

In consideration of the mutual covenants in this Agreement, Compliance Testing, LLC or its subcontractors will perform certification inspection services according to ISO 17065:2012 requirements to determine if Client's device(s) are in compliance with the laws, regulations and technical standards under the scope of accreditation of Compliance Testing, LLC. This agreement shall apply to all projects for the Client. *If this agreement changes, a new version of it shall be provided to the Client for signature.*

General

The Company retains full discretion to determine if the devices are compliant with the certification regulations of the FCC and Industry Canada according to their respective Certification programs/schemes. In the event that certification is not issued for the devices requested by Client, the Company agrees to advise Client in writing of the reasons for any hindrances in obtaining the Product Certification(s) sought. This Agreement may not be assigned to or acquired by any other person, firm, or corporation without the Company's written authorization which shall not be unreasonably withheld. In this agreement, “Client”, “Supplier”, and “Applicant” shall have the same meaning.

1. **Scope of Performance by Client** (ISO/IEC 17065 §4.1.2) – *the client always fulfils the certification requirements, including implementing appropriate changes when they are communicated to the certification body:*
 - a) If the certification applies to ongoing production, the certified product continues to fulfil the product requirement
 - b) The client makes all necessary arrangements for:
 - 1) The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), areas(s), personnel, and client's subcontractors;
 - 2) Investigation of complaints;
 - 3) The participation of observers, if applicable;
 - c) The client makes claims regarding certification consistent with the scope of certification;
 - d) The client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;



- e) Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- f) If the client provides copies of the certification documents to other, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- g) In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme;
- h) The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

NOTE: See also ISO/IEC 17030, ISO/IEC Guide 23 and ISO Guide 27

- i) The client keeps a record of all complaints made known to it relation to compliance with certification requirements and makes these records available to the certification body when requested, and
 - 1) Takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - 2) Documents the actions taken;
- j) The client informs the certification body, without delay, of changes that may affect its ability to conform to the certification requirements.

NOTE: Examples of changes can include the following:

- 1) The legal, commercial, organizational status, or ownership,
- 2) Organization and management (e.g. key managerial, decision-making or technical staff)
- 3) Modifications to the product or production methods,
- 4) Contact address and production sites,
- 5) Major changes to the quality management system.

2. Testing for Certification - *The scope of performance is delineated in the quotations which are to be signed by the Client.*

- a) The Company may agree to accept test data from any ISO/IEC 17025 accredited laboratory or FCC-listed Laboratory and evaluate the devices on the basis of this data. The Company may also choose to accept test data from an ISO/IEC 17025 accredited laboratory owned or used by the Client.
- b) If requested, Client shall supply the Company with at least one test sample of each device, including the necessary peripherals, connecting cables, accessories



or other hardware or software (hereinafter collectively referred to as "support equipment") required for testing, evaluation, and assessment.

- c) Client shall supply the Company with all technical documentation and materials required for the testing, evaluation, and/or assessment of such devices and support equipment. (Draft mode of any documentation is acceptable)
- d) Client recognizes that device samples, including support equipment, may be damaged or completely destroyed when subjected to the Company's testing and evaluation process. Client shall hold the Company harmless for any such damage or destruction to its equipment
- e) The Company shall test, evaluate, and/or assess Client's equipment in accordance with sound engineering judgment, with the degree of skill and care associated with applicable, generally accepted industry standards, and in conformance with the applicable technical standards and procedures. The Company shall comply, and cause its subcontractors to comply, with all applicable laws, regulations and orders in performing under this agreement, and that it shall hold and comply with, all licenses, permits and approvals as may be required by applicable laws, regulations and orders in performing hereunder. If any defect or nonconformity appears in the Company's work within 30 days from the date of acceptance, Client shall notify the Company and the Company will promptly correct the nonconformity.
- f) Where testing, evaluation, and assessment results in certification, the Company shall certify Client's equipment as compliant with the applicable laws, regulations and/or standards within 30 business days from the date testing, evaluation, and assessment is completed. This performance may be dependent upon a timely response by the United States Federal Communications Commission (FCC), Federal Aviation Administration (FAA) or its foreign equivalent.
- g) In the event of product certification, Client may request that the Company return or destroy Client's device sample(s), equipment support, and technical documentation. Client shall bear all costs associated with the return or destruction of such equipment test sample(s) and support equipment.

3. **Termination, reduction, suspension, or withdrawal of certification** (ISO 17065:2012 §7.11)
– *When nonconformity with certification requirements is substantiated, either as a result of surveillance or otherwise, the certification body shall consider and decide upon the appropriate action.*

- a) Client certifications are subject to withdrawal or suspension for the following reasons:
- b) The FCC or its foreign equivalent direct the Company to withdrawal or suspend the certification
- c) Client instructs the Company, in writing, to revoke certification for a device. For devices certified under the CT TCB Program, this can only be performed within the 30 days following Grant issued date.
- d) Client fails to pay any fees required by agreement



- e) if Client fails to respond with requested technical information or required files within 60 days of documented request
- f) Client breaches any of the terms, conditions, or specifications listed in this agreement
- g) Following a Surveillance Audit on a production sample product is found in non-compliance

4. Confidentiality

- a) Company shall not disclose to third parties any proprietary technical or financial information marked by Client as confidential without prior written consent; provided that the Company may disclose any confidential, proprietary or otherwise information or data, such as block diagram, schematics, theory of operation, or parts list, to the FCC or equivalent.
- b) Any documents, reports, drawings, test data, etc., made available to, produced at the request of, or by the Company, may be copied and retained by the Company if necessary to the performance of this agreement or in compliance with the applicable certification regulations of the countries. Client retains all title to any intellectual property rights in the devices, support equipment, and technical documentation including patent, trademark, copyright and trade secret rights
- c) Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.

5. Invoicing

- a) All payments are due in accordance with the Terms and Conditions with accompany all quotes issued by the Company, unless other arrangements are made directly with the Company's Accounting department.

6. Term and Termination

- a) This agreement shall remain in force commencing until either party terminates the agreement, in writing.

7. Liability

- a) Client shall hold the Company harmless and defend and indemnify the Company against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any personal injury or damage to property, or other action arising from Client's failure to comply with any United States or foreign laws or regulations, or which may result from the performance, failure of performance, or operation of any equipment tested by the Company or produced by Client in any facility inspected by the Company. The Company shall hold Client harmless and defend and indemnify Client against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any personal injury or damage to property, or other action arising from the Company's failure to comply with any United States or foreign laws or regulations, or which may result from the



performance or failure of performance of the Company under this agreement. In no event shall the Company's liabilities under this agreement exceed the cost of its billed services to client.

8. Disputes and Appeals

- a) This agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Arizona, without regard to conflict of law principles. The Parties waive trial by jury, and agree to submit to the personal jurisdiction and venue of a court of competent jurisdiction in the State of Arizona, County of Maricopa or may choose Binding Arbitration as a means of resolution. In the event litigation results from or arises out of this agreement, the losing Party shall reimburse the prevailing Party with reasonable attorney's fees, court costs, and other associated expenses, in addition to any relief to which the prevailing Party may be entitled.

Compliance Testing, LLC
Michael Schafer
President

2025/11/20
Date

Signature - Applicant/Responsible Party

2025/11/20
Date

ZhuWen Hui _____
Print Name

Manager _____
Title