



# Steptoworld Compliance Inc.

Your entrusted partner for exportation and global certification

Service Addendum GMA: Additional Terms for Steptoworld Compliance Inc. Global Market Access Services (“GMA Terms”)

## 1. General

1.1 These GMA Terms are in addition to the Global Service Agreement (“GSA”) and apply to all GMA Services provided to you by Steptoworld Compliance Inc., whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (collectively referred to as “we”, “us”, “our” or “Steptoworld Compliance”). Capitalized terms in these GMA Terms shall have the same meaning as in the GSA.

1.2 Compliance with these GMA Terms is a condition of GMA Services.

1.3 You may not make any written or verbal statement regarding the GMA Services that we have performed for any of your products unless authorized in writing by us, including any statements that we may consider misleading or unauthorized.

1.4 You must provide us with the information of a local representative who will hold the applicable product certification or license. Our obligation to perform GMA Services is made upon the assumption that you have a local representative in the country(s) of interest.

## 2. GMA Services, Agency Appointment and Authorization

2.1 Subject to these GMA Terms and the GSA, Steptoworld Compliance agrees to provide you with information and guidance to assist you in obtaining certification for certain products intended for sale in jurisdictions outside Canada as described in the relevant written quotation (the “GMA Services”). 2.2 You hereby appoint Steptoworld Compliance as your sole and exclusive agent to act for you in connection with all matters pertaining to the GMA Services, including but not limited to: (i) dealing directly with the respective certification bodies and other organizations in the course of applying for and obtaining the appropriate approvals; (ii) signing third-party certification body applications, contracts and other documents related to obtaining third-party certification on your behalf; (iii) receiving correspondence, including invoices and test results from third party certification bodies on your behalf; and (iv) paying invoices of third-party certification bodies on your behalf. Steptoworld Compliance accepts the appointment to act as your agent as described in the preceding sentence. 2.3 Notwithstanding the Confidentiality section of the Steptoworld Compliance, you authorize us to disclose your information to third-party certification bodies and other organizations from whom you seek certification. You authorize Steptoworld Compliance to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations provided by you. You acknowledge that Steptoworld Compliance cannot guarantee the privacy and confidentiality of such transmissions and agree that Steptoworld Compliance shall not be liable for any damages resulting from such transmissions.

2.4 You hereby confirm and agree to honor and to be bound by instructions, agreements or undertakings, as written and as entered into by Steptoworld Compliance on your behalf, including all of the terms and conditions of all matters involved in providing the GMA Services and applying for and obtaining the applicable certifications.

2.5 You agree that Steptoworld Compliance is not providing any opinions or findings regarding whether you will be issued a certification by any third party certification body. GMA Services shall not result in Steptoworld Compliance testing, evaluation or certification of any product, or any



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authorization for you to use or reproduce any Steptoworld Compliance trade-mark or certification mark. Except as otherwise expressly authorized by Steptoworld Compliance, you shall not use any Steptoworld Compliance name, abbreviation, symbols, logo, trade-mark or any other form of reference which may be interpreted to mean Steptoworld Compliance, its subsidiaries or affiliates, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions or otherwise.

2.6 You agree that, during the term of these GMA Terms and GMA Services and for a period of one (1) year thereafter, Steptoworld Compliance has the exclusive right to represent You in all dealings with the respective certification bodies and other organizations in connection with the GMA Services, and agrees that it will not, directly or indirectly, solicit, contract or otherwise deal with any such certification body or other organization in respect of the GMA Services, other than through Steptoworld Compliance.

2.7 Lead time for projects is based on receiving the required samples and all required documentation for submission.

### 3. GMA Fees

3.1 Steptoworld Compliance's quotation will establish the fees for the GMA Services. You shall pay the full amount of Steptoworld Compliance's invoice(s) regardless of the result of any application to obtain certification from a third-party certification body. Fees are based on successful evaluation, and any required additional tests are subject to adjusted fees and a revised quotation.

3.2 You shall remain liable for all invoices from a third-party certification body notwithstanding that it has designated Steptoworld Compliance to receive and pay such invoices.

3.3 Quoted fees are only for testing of the identified model. Any additional model testing required due to family model differences are subject to additional or adjusted fees.

3.4 Quoted fees do not include additional national approvals for critical components. Steptoworld Compliance is not responsible for any project failure due to use of non-approved critical components.

3.5 Any factory inspections are not included in quoted fees and will be quoted separately if required.

### 4. Term and Termination

4.1 The GMA Terms and GMA Services may be terminated without cause by either party upon thirty (30) days' written notice.

4.2 These GMA terms automatically terminate upon termination or expiry of the GSA.

4.3 Upon termination of the GMA Terms and GMA Services, Steptoworld Compliance will invoice you for GMA Services received up to and including the date of termination, but not fully paid for by you.

4.4 Termination by whatever means shall not affect any liability existing as of the date of such termination and shall not relieve you of your obligation to pay or indemnify Steptoworld Compliance.

4.5 We will not be liable for direct, indirect, incidental, consequential or punitive damages, including damages for financial or economic loss arising out of suspension, withdrawal or cancellation of product certification or for termination of the GSA or these GMA Terms.