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# Certification Agreement Form
for
# Vista Certification Body

**Revision History**

| Version Number | Date (mm,dd,yyyy) | Comments |
|---|---|---|
| v01 | 04/17/2018 | First release (obsolete) |
| v02 | 09/20/2018 | Updating section 9 |
| v03 | 12/07/2018 | Updating section 4 |
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**Certification Agreement**

Vista Laboratories Inc. is an independent laboratory providing testing and certification services in order to determine whether representative samples of a product comply with designated national and international standards. The applicant understands and agrees that Vista Labs has only tested or evaluated the submitted samples and does not guarantee the quality or compliance of all units of the product manufactured or produced by the applicant. Furthermore, the applicant acknowledges that as an independent laboratory, Vista Laboratories Inc. assumes no responsibility for the design of the product. The client understands that they must always fulfil the certification requirements, and implements appropriate changes when communicated to, by Vista Laboratories. The client agrees to enter into a contractual relationship with Vista Labs to perform testing or certification services on the product. Vista Laboratories does not guarantee that third parties will accept or recognize the results obtained by Vista Labs or the Vista Lab certification of the product. VIsta Laboratories agrees to perform services with due care.

**1. Certification Requirements**

The applicant will provide Vista Laboratories, Inc. with all product information for the evaluation of the product to be certified and warrant that the information provided is accurate and complete so that Vista Labs may perform the services requested. If the product was tested at an external laboratory, the applicant must provide the complete test report to Vista Labs. If the external testing facility is not ISO 17025 accredited, or does not have the proper scope, Vista Labs must determine if the test report can be used for certification activities. The applicant's information is used to perform a product review and evaluation to determine the product's compliance to the specific certification requested. Throughout the process, the client agrees to make claims regarding certification consistent with the scope of certification.

The applicant agrees to supply the required number of product samples, to be determined by Vista Labs, to the laboratory for testing, measurement, and evaluation purposes. The client understands that certain tests may damage or destroy the sample and acknowledge that Vista Labs is not responsible for such damages. Samples will be returned only upon request by the applicant and at the applicant's expense, after the completion of certification. Samples will be disposed of after six months if not requested for return by applicant.

The product is ineligible for certification if it has been modified by the client after testing or certification. Changes to the product must be approved by Vista Laboratories. Vista Labs reserves the right to re-evaluate the product as a result of information that raises questions concerning the conformance of the product. Certified products maintain fulfilment of product requirements if the certification applies to ongoing production. If the client provides copies of the

certification documents to other parties, the documents are reproduced in their entirety, or as specified in the certification scheme. In making reference to its product certification in media, such as brochures or advertisement, the client complies with the requirements of the Vista Labs or as specified by the certification scheme. The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on all product correspondences and product related information.

Vista Labs reserves the right to revise or withdraw the requirements as required in order to maintain conformance with FCC rules and regulations governing the product. The product may continue with certification and receive certification upon demonstration of compliance with the revised requirements, to the satisfaction of Vista Laboratories.

**2. Indemnification and Liability**

Vista Laboratories does not assume or undertake any responsibility to any other party or parties in performance of its duties under this agreement. The client agrees to hold Vista Labs harmless and to defend and indemnify Vista Labs against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any grossly negligent or intentional acts of the client, or client authorized third parties relating to the product. Vista Labs will not, under any circumstance, be liable to the client for any damages or third party claims which may arise as a result of the services provided in this agreement.

The client understands that the opinions and findings of Vista Labs represents its judgment given with due consideration of the type of certification, the necessary limitations of practical operations, and in

accordance with its objectives and purpose. Vista Labs guarantees that it will perform the certification and testing services in accordance with the applicable certification requirements and recognized industry standards. The applicant agrees that Vista Labs does not warrant that its opinions or findings will be accepted or recognized by a third party.

The client does not use its product certification in any way that brings Vista Labs into disrepute and does not make any statement regarding its product certification Vista Labs may consider misleading or unauthorized. The applicant agrees the distribution or promotion of a specific product utilizing a Vista Laboratories issued marking or description would mislead the public if the product is not eligible to use the marking or description, or does not comply with Vista Laboratories' requirements. If a Vista Laboratories issued certification or marking is used in any manner other than as herein provided, it constitutes a breach of this agreement. A violation of any terms and conditions of this agreement may cause a temporary injunction to be issued to prevent use of the Vista Laboratories issued certification, or any references to Vista Laboratories in any manner, and a restriction from further distribution or use will be in place.

The applicant agrees that Vista Laboratories has the right to subcontract the work needed for certification and/or testing.

The applicant indemnifies and Vista Labs and its associated entities and personnel harmless against all losses, costs, and expenses incurred through the applicant's breach of this agreement, or any negligent act or omission of the applicant in relation to the subject matter of this agreement. The client acknowledges and agrees that damages alone would not be an adequate remedy with respect to the breach of any provisions of this agreement and that breach may result in irreparable harm or injury to Vista Labs. Vista Labs is entitled without proof of special damages or specific irreparable harm or injury to the granting of equitable relief including, without limitation, injunctive relief in relation to any threatened or actual breach of any of the provisions of this agreement. This agreement shall be governed by and construed under the laws of the State of California, United States of America.

**3. Confidentiality**

Vista Laboratories assures that confidentiality is maintained by all of its personnel and will not voluntarily disclose information obtained in confidence, unless written authorization from the client is provided or necessarily requested by the FCC. This does not apply to information that is already publicly available or acquired from other sources without restrictions on confidentiality.

All documents submitted for the certification program and submitted to the regulatory authorities become publicly accessible under applicable regulations. However, under FCC Title 47 CFR Section 0.457, a special request letter may be submitted to FCC requesting for permanent confidentiality to be granted to certain allowable exhibits (schematics, block diagrams, parts, tune-up procedure, operational descriptions).

The documents allowed to be held confidentially in the short-term (up to 180 days, provided the device is not marketed or sold) are as follows: external and internal photos, test set up photos, and user manual. Extensions must be requested before the end of the initially requested time frame, up to 180 days from the grant issue date. If you market before the requested time frame is over, you must notify the FCC to lift

the short-term confidentiality. Once the short-term confidentiality release date has been reached, these documents will be released to the public. Additionally, the following documents submitted do not qualify for confidentiality and will be released to the public automatically once application has been submitted to FCC: test reports, product label, cover letters, and attestation letters.

Vista Labs assumes no responsibility for the regulatory authority's release of documents. Documents that the applicant considers to be confidential must be designated in writing for those certification programs that will allow requested information to remain confidential. If Vista Labs is served a document requesting the disclosure of confidential or proprietary information

supplied by the client, Vista Labs will promptly notify the client and cooperate with the client's needs. The responsibility for contesting the request lies solely with the client. All expenses incurred by Vista Labs will be reimbursed by the client immediately upon invoicing by Vista Labs. Vista Labs agrees that this confidentiality obligation will survive the termination of this certification agreement.

For ISED applications, the client acknowledges and allows for the technical parameters referred to in section 5.5 of CB-02, as per the appropriate section in RSP-100 for the type of certification, to be posted in the Radio equipment list (REL) on the Bureau's website.

For Notified Body applications, Vista Labs does not disclose any information or speak with anyone about details relating to your application, unless authorized to do so or obligated under the Radio Equipment and EMC Directives and by our Notifying Authority (NIST) as described in the next two paragraphs.

As a Notified Body, we are obligated under the EMC Directive 2014/30/EU Article 34 to inform the notifying authority (NIST) of the following relevant information:

*Article 34*

**Information obligation on notified bodies**

1. Notified bodies shall inform the notifying authority of the following:

(a) any refusal, restriction, suspension or withdrawal of a certificate;

(b) any circumstances affecting the scope of or conditions for notification;

(c) any request for information which they have received from market surveillance authorities regarding conformity assessment activities;

(d) on request, conformity assessment activities performed within the scope of their notification and any other activity performed, including cross-border activities and subcontracting.

2. Notified bodies shall provide the other bodies notified under this Directive carrying out similar conformity assessment activities covering the same apparatus with relevant information on issues relating to negative and, on request, positive conformity assessment results.

And as per Annex III, clause 8

:

8. Each notified body shall inform its notifying authority concerning the EU-type examination certificates and/or any additions thereto which it has issued or withdrawn, and shall, periodically or upon request, make available to its notifying authority the list of such certificates and/or any additions thereto refused, suspended or otherwise restricted.

   Each notified body shall inform the other notified bodies concerning the EU-type examination certificates and/or any additions thereto which it has refused, withdrawn, suspended or otherwise restricted, and, upon request, concerning such certificates and/or additions thereto which it has issued.

   The Commission, the Member States and the other notified bodies may, on request, obtain a copy of the EU-type examination certificates and/or additions thereto. On request, the Commission and the Member States may obtain a copy of the technical documentation and the results of the examinations carried out by the notified body. The notified body shall keep a copy of the EU-type examination certificate, its annexes and additions, as well as the technical file including the documentation submitted by the manufacturer, until the expiry of the validity of that certificate.

As a Notified Body, we are obligated under the Radio Equipment Directive 2014/53/EU Article 36 to inform the notifying authority (NIST) of the following relevant information:

*Article 36*

**Information obligation on notified bodies**

1. Notified bodies shall inform the notifying authority of the following:

(a) any refusal, restriction, suspension or withdrawal of an EU-type examination certificate or a quality system approval in accordance with the requirements of Annexes III and IV;

(b) any circumstances affecting the scope of or conditions for notification;

(c) any request for information which they have received from market surveillance authorities regarding conformity assessment activities;

(d) on request, conformity assessment activities performed within the scope of their notification and any other activity performed, including cross-border activities and subcontracting.

2. Notified bodies shall, in accordance with the requirements of Annexes III and IV, provide the other bodies notified under this Directive carrying out similar conformity assessment activities covering the same categories of radio equipment with relevant information on issues relating to negative and, on request, positive conformity assessment results.

3. Notified bodies shall fulfil information obligations under Annexes III and IV.

And as per Annex III, clause 8:

8. Each notified body shall inform its notifying authority concerning the EU-type examination certificates and/or any additions thereto which it has issued or withdrawn, and shall, periodically or upon request, make available to its notifying authority the list of such certificates and/or any additions thereto refused, suspended or otherwise restricted.

Each notified body shall inform the other notified bodies concerning the EU-type examination certificates and/or any additions thereto which it has refused, withdrawn, suspended or otherwise restricted, and, upon request, concerning such certificates and/or additions thereto which it has issued.

Each notified body shall inform the Member States of EU-type examination certificates it has issued and/or additions thereto in those cases where harmonised standards the references of which have been published in the *Official Journal of the European Union* have not been applied or not been fully applied. The Member States, the Commission and the other notified bodies may, on request, obtain a copy of the EU-type examination certificates and/or additions thereto. On request, the Member States and the Commission may obtain a copy of the technical documentation and the results of the examinations carried out by the notified body. The notified body shall keep a copy of the EU-type examination certificate, its annexes and additions, as well as the technical file including the documentation submitted by the manufacturer for 10 years after the radio equipment has been assessed or until the expiry of the validity of that certificate.

**4. Compliance**

The applicant agrees that production of their certified product complies with and will continue to comply with Vista Laboratories' requirements in their technical and administrative processes. The client adheres to compliance with all requirements of the certification process and the client agrees to make claims in respect to the certification consistent with the scope for which certification has been granted. Additionally, the client agrees to not use the product certification in any manner that would allow Vista Labs to be brought disrepute, and will not make any statements regarding its product certification that Vista Labs may consider to be misleading. The certification issued may only be used to indicate products certified by Vista Labs as in conformance with the standard applied; the client will assure that no certificate or report is used misleadingly in any form, and that copies of certification documents will be completely reproduced in its entirety. Should cancellation or suspension of product certification occur, the client immediately discontinues all advertising containing reference to the certification of the product and returns all certification documents to Vista Labs.

The client must comply with all applicable regulations and requirements when making reference to its product certification in communication media such as documents, brochures, marks of conformity, advertising, etc. and comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity. Only the holder of the certificate has the right to use the mark of conformity. No transfer of this right to any other party is permitted. Vista Labs provides specific information or explanation to applicants for a specific scope of accreditation desired that is related to a specific scope of accreditation held by Vista Labs, and will provide additional certification application information, when requested by the applicant. Vista Labs exercises the control as specified by the certification scheme over ownership, use and display of licenses, certificates, marks of conformity, and other mechanisms for indicating a product is certified.

Incorrect references to the certification scheme or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or publicly, is dealt with by suitable action. Possible actions may include, but are not limited to: withdrawal of certificate, publication of the transgression, or legal action.

In the event of an investigation of non-compliance, the certificate holder will be asked to provide records of the quality control process and any relevant information that would help to identify the cause and extent

of the non-compliance. All certificate holders are expected to be able to demonstrate the quality control process used for production inspection and testing, in accordance with good engineering practices.

Vista Labs inform certificate holders of ISED's requirements for labelling certified equipment with the assigned certification number, as specified in RSP-100. The manufacturer, importer, or distributor shall meet the labelling requirements of Section 3 the latest version of RSP-100 for products certified under the ISED regulatory requirements of Canada.

For all notified body applications, the manufacturer is required to:

- Always comply with the relevant provisions of the EU Directives;
- Make claims regarding EU-Type Examination/Statement of Opinion only in respect to the scope for which the certificate has been issued;
- Not use its EU-Type Examination/Statement of Opinion Certificate in such a manner as to bring the Notified Body into disrepute and does not make any statement regarding its certificate on which the Notified Body may consider misleading or unauthorized;
- Discontinue its use of all advertising matter that contains any reference to EU-Type Examination/Statement of Opinion and returns any EU-Type Examination/Statement of Opinion documents as required by the Notified Body upon suspension or cancellation of certificate;
- Reproduce copies of the EU-Type Examination/Statement of Opinion documents, provided to others, in their entirety or as specified in the EU-Type Examination/Statement of Opinion scheme;
- Ensure that reference to its EU-Type Examination/Statement of Opinion in communication media such as documents, brochures or advertising, complies with the requirements of the Notified Body;
- Ensure that product markings and references to the EU-Type Examination/Statement of Opinion meet the requirements of EU Directives;
- Keep a record of all complaints made known to the supplier relating to a product's compliance with the requirements of the relevant standard and to make these records available to the Notified Body when requested;
- Take and document appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for EU-Type Examination/Statement of Opinion;
- Endeavor to ensure that no certificate or report or any part thereof is used in a misleading manner;
- The Manufacturer must notify us of any changes made to this product that might affect the compliance of this device.

**5. Notification of Changes**

The client informs Vista Labs of any changes that may affect its ability to conform with the certification requirements immediately, upon its discovery. Changes can include but are not limited to: legal/ownership, modifications to the product or method, changes to the quality system.

The manufacturer shall inform the notified body that holds the technical documentation relating to the EU-type examination certificate of all modifications to the approved type that may affect the conformity of the radio equipment with the essential requirements of this Directive or the conditions for validity of that certificate. Such modifications shall require additional approval in the form of an addition to the original EU-type examination certificate.

When the certification scheme introduces new or revised requirements that affect the client, the Vista Certification Body ensures these changes are communicated to all clients. Vista Certification Body verifies the implementation of the changes by its clients and take actions required by the scheme.

**6. Suspension, Withdrawal or Termination of Certification**

In the event that Vista Labs detects a deviation from Vista Labs' requirements, Vista Labs reserves the right to take action as necessary, including suspension of the certification. Upon

the client's failure to comply with any of the requirements of this agreement, Vista Labs may to issue a letter of suspension which shall notify the client of the nature of the failure. In the event that corrective action is not taken to resolve the issue, the agreement shall be terminated.

In the United States, only the FCC can withdraw or dismiss issued Grants. Vista Laboratories reserves the right to withdraw or cancel any certifications issued by Vista Certification Body due to mistakes, client request, or authority request. In the case of alterations of the bases of testing and/or the prerequisites of certification or infringements, on the part of the applicant, of the rules of the certification system, Vista Labs has the right to terminate the certificates at any time. In serious cases, it may declare the certificates invalid with immediate effect.

Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising that contains any reference to the certification scheme and takes action as required by the certification scheme, such as return of certification documents) and takes any other required measure.

**7. Revision of Requirements**

If a regulatory amendment or revision applies to a Vista Labs certified product covered by this agreement, Vista Labs will use its best effort to inform the applicant, though it is the applicant's sole responsibility to take note of the changes and to take the appropriate action if and when necessary. If the applicant agrees to accept the revision and provided the results of any supplementary examination are favorable, a supplementary authorization will be issued, or other modifications to VIsta Labs' records will be made. If the applicant does not agree to accept the revision, or the results of any supplementary examination are not favorable and the applicant does not fix the problem(s), the certification covering the specified product shall cease to be valid on the date the revised specification becomes effective.

**8. Complaints, Disputes, Appeals**

The applicant shall maintain all complaint records pertaining to a product's compliance with requirements and make those records available to Vista Laboratories upon request. The applicant shall take appropriate action with respect to such complaints and deficiencies found in products that affect compliance with the requirements for certification, and record all actions taken.

Vista Labs and the applicant will attempt to resolve any disputes that arise. If resolution is not possible, the dispute will be appealed to the specific regulatory authority as the final arbiter. The client and Vista Labs will be allowed reasonable time to comment before the regulatory authority reaches a decision.

**9. Surveillance**

The client makes all arrangements for the conduct of the evaluation and surveillance, including provision of personnel, examining of documentation and records, access to the relevant resources, client's subcontractors, location, and equipment.

Vista Laboratories must carry out post market surveillance activity per the certification scheme, which determines if products certified by Vista Labs continues to comply with regulatory standards and rules, as well as Vista Labs terms and conditions. This is mandatory per FCC KDB 610077. Samples may be requested at any time by Vista Labs.

The client agrees to provide Vista Labs a complete production product sample(s) with user's guide at client's expense. The number of samples is to be determined by Vista Laboratories. The samples will not be returned unless specifically requested by the applicant and all return costs to be paid by applicant. There are no additional fees for the applicant associated with post-market surveillance testing. Please make provision to have production samples available for at least one year after the last production date.

If a product fails to comply with the applicable requirements during an audit conducted by the Vista Labs, Vista Labs shall immediately notify the certificate holder and the ISED Bureau. The information submitted to the Bureau shall include a copy of the certificate that was issued for the subject equipment.

As an A2LA accredited certification body, the client commits to providing, on request, access to A2LA assessment teams to assess the certification body's performance of certification activities at the client site.

**10. Fees**

The applicant shall pay Vista Labs the service fees as defined and stated in the supplied quotation for services.

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This agreement, made on __2022-6-23____, between Vista Laboratories Inc. and GuangDong Substanbo Technology Co., Ltd. is effective on the date shown and remains in force unless one party provides written notice to the other party. Termination of this agreement shall not affect any liability of the parties existing as of the date of termination. Agreement is issued in duplicate and signed by authorized representatives of Vista Laboratories, Inc., and the client.

| Certification Body Information | Client Information |
|---|---|
| Company Name: Vista Laboratories, Inc.<br>Address: 1261 Puerta Del Sol<br>San Clemente, CA 92673 | Company Name: GuangDong Substanbo Technology Co., Ltd.<br>Address:2008, Building 4, Tianan Cloud Park Phase II, Bantian Street, Longgang District, Shenzhen, China |
| _____<br>Name<br><br>_____<br>Date<br><br>_____<br>Title<br><br>_____<br>Signature | Yoyo Yu<br>Name<br><br>2022-6-23<br>Date<br>Manager<br>Title<br>Yoyo Yu<br><br>_____<br>Signature |