In the city of Bogotá D.C., subscribes to Product Certification Offer, Process and Service (Hereinafter referred to as "the Agreement") is subscribed between **LENOR COLOMBIA S.A.S.**, a company established according to the norms of the Republic of Colombia, based in Bogotá D.C., registered with NIT 900429938-0, (Hereinafter referred to as "LENOR"); and the client identify in the document *PO.01-F02 Certification Offer*(Hereinafter referred to as the "CLIENT"), based on the following.[1]

CONSIDERATIONS

LENOR provides services of certification of products, installations, works, quality management systems and environmental management ("Products"), as a Certification Body, as long as it complies with the norms, technical regulations, resolutions, certification requirements and dispositions that apply, including the Decree 1074 of 2015 or anyone which modifies or supplements it ("the Normative documents"), and under the established requirements by the corresponding authorities, when applicable.
THE CLIENT is in possession of one or several Products for which a Certification is required, hence a request to start a Certification Process shall be submitted, according to the services offered by LENOR ("Application").
THE CLIENT has accredited the legal and customs requirements for the Product can be placed in Colombian national territory, and hence, may be object of a Conformity Assessment with the aim of procuring a Product Certification.
This Agreement is aimed to set the conditions and requirements needed for LENOR to perform the Product Certification process and to grant the appropriate Certification, and when it corresponds, the authorization of use of the respective mark or LENOR mark, stating the rights and duties of the Parties.
This Agreement applies to Certification Applications on the regulated and mandatory basis regarding the Products subject to technical regulations, as well as the voluntary basis regarding Product not subject to such dispositions.
The subscription of this Agreement does not imply the responsibility of LENOR to issue a Conformity Certificate in the case the Products does not evidence the compliance of the Normative documents established both at international and national level which might be applied.
Accordingly, the Parties agree to convene this Agreement that rules the services provided by LENOR and requested by the CLIENT, according to the following

CLAUSES

1. OBJECT AND DEFINITIONS

By means of this Agreement, the general guidelines and terms of the Certification services provided by LENOR are stated, which should be fulfilled by the CLIENT in its Application, and which will regulate the Conformity Assessment, the Certification process ("the Process"), the issuing or not of the Conformity Certificate ("the Certificate") by LENOR on the Product presented by the CLIENT, and the use of the respective marks and LENOR mark ("Respective Mark").

The terms used in this document having the first capitalized letter would apply the definition herein provided and such referred in the Normative documents that rule the certification activities in Colombia, and especially those in article 2.2.1.7.2.1 of the Decree 1074 of 2015 or anyone which modifies or supplements it.

2. PROCESS, VALIDITY AND USE OF THE CERTIFICATION

The process implemented by LENOR, according to the Normative documents, and the legal and technical standards which rule its activity, comprise the following steps:

[1] Numeral 4.1.2.1 ISO/IEC 17065:2012

i. **Application.** The Process begins with the Application in which the CLIENT indicates to LENOR its Certification requirements of a determined Product, which LENOR accepts only after it is revised, and having solved any understanding difference observed between the Parties, including an agreement on the norms and other normative documents, and subscribed the applicable Agreement, all in accordance with section 7.3.1 of the Standard ISO/IEC17065 applicable.

ii. **Response from the commercial area and quotation/offer submit.** According to the Application, LENOR will prepare a quotation/offer which shall send to the CLIENT in which the prices or fares for tests and/or trials requested are indicated, also establishing the work plan and the elements needed to start the Process, If possible, the required samples will be selected for assessment and the Certification maintenance plan.

Once the quotation/offer is accepted by the CLIENT, which should be manifested in writing to the addresses indicated in this Agreement, this and the Application thus became, along with this Agreement and the Normative documents, into the guidelines for the Process that LENOR will perform, and pursuant to which the Certification is emitted.

iii. Yo. Once the information required to prepare the offer (granting, monitoring or renewal) has been received, a response must be made within a maximum period of 15 calendar days.

iv. ii. In cases where laboratory tests are included, there will be twenty-one (21) calendar days to send the commercial offer to the client. Different deadlines may be agreed with the client when additional activities are required and must be established in the commercial offer.

v. **Certification Process.** Once the economic and service conditions are agreed by the Parties, LENOR starts the Process that, if approved, will result in the issue of a Conformity Certificate for the Product(s) to the CLIENT.

Such Certificate will only be issued whether the Product(s) comply with all the requirements of the Normative documents that apply and if it corresponds, of the Accreditation Body or the competent authority.

The Conformity Certificates will be uploaded to the Conformity Certificates Information System ("SICERCO") of the Superintendency of Industry and Commerce ("SIC"), or any other platform defined by the Normative documents that apply, and they will also be in the custody of LENOR for a 10-years term.

LENOR will be able, after written notice to the CLIENT, to review or change the certification requirements according to the Normative documents that apply, whereby the CLIENT will have the right to continue with the Product Certification as soon as the accomplishment of the new requirements is demonstrated.

When the scheme requires it, the validation of the quality system certification may be carried out through a documentary review and must include at least the development of the following activities:

to. Request a copy of the quality management system certificate in Spanish or English.
b. Verify that the quality management system certificate includes the following information:

1. That has been issued by a management systems certification body accredited by the national accreditation body of Colombia ONAC, or by a management systems certification body accredited by an accreditation body belonging to the current multilateral agreements of which the national accreditation body is involved, such as IAAC – InterAmerican Accreditation Cooperation or IAF – International Accreditation Forum.
2. That the product to be certified is covered by the scope of the certified quality

management system.

3. That it is current.

4. That the manufacturing plant from which the product to be certified comes is included in the quality management system certificate

vi. **Validity of the Certification.** The Certification will remain valid for the term foreseen by the ISO/IEC 17065 or in the Normative documents applicable, and for the term specified in the certificate issued to the CLIENT, if:

a. The CLIENT complies with the conditions of this Agreement and such that emerge throughout the Process.
b. The CLIENT does not unilaterally renounce the Certification.
c. LENOR does not cancel the Certification due to any of the cases foreseen in this Agreement.
d. The CLIENT pays accordingly and on time the invoice according to the services provided by LENOR.

The Certification will not be valid anymore when any of the following cases occur:

a. The term of validity is expired, and the CLIENT has not applied for the renewal of the Certification, or when it is claimed less than three months before the Certification expiration date.
LENOR will not be responsible for the validity expiration, and hence, for not to renew it in the event that the CLIENT does not apply for its renewal under the minimum term above mentioned or in the cases that, even though the renewal is applied on time, the Process is not completed due to changes in the Product or whether the applicable Normative documents demand more time for the effective provision of the services by LENOR.

b. The Normative documents and/or technical specifications in which the Certification draws on are not valid anymore or do not apply to the certified Product.
c. The CLIENT rejects to perform the activities of surveillance and re-assessment stated in this Agreement.
d. The CLIENT makes undue use of the Certificate and/or the corresponding Mark.
e. The CLIENT withdraws to the Certification according to what is established in this Agreement.

LENOR will inform in writing the CLIENT once the validity of the Certification is expired and will claim for the definitive cease of the use of such and the conformity Mark. In this event, the CLIENT will not be able to continue using the Certificate or the Mark of conformity either.

LENOR will verify which certified Products are found in the stock of the CLIENT or those already in the supply and trade chain produced before the Certification expiration date in order to evaluate whether such are still covered by the certification or not to its proper identification and further removal of the market by the CLIENT.

From the time of termination of the Certification validity, the CLIENT will not be able to make commercial use of it unless in the case described above. LENOR will not be responsible for the suspension, loss or not renewal of the Certification validity.

vii. **Suspension.** In case of non-compliance by the CLIENT of any of the requirements of this Agreement or the Normative documents, or any indication or recommendation that LENOR manifests, or any movement, addition, inclusion or similar action with no legal and/or

documental support, the latter might suspend the Product Certification, so it could deliver a written notice to the CLIENT informing the rationale for the Certification suspension and its time, which also includes the suspension of the right of using the Mark of Conformity if it applies.

Should in the optional notice corrective measures are established and the CLIENT does not comply on time and form to lift the suspension, LENOR will be able to cancel the Certification and apply what is stipulated in this Agreement about non-compliance.

As soon as the CLIENT receives by LENOR the Certification suspension notice, the former must immediately stop using it along with the Mark of Conformity.[2]

viii. Product re-assessment. LENOR might reassess the certified Products in the following cases:

a. Certification monitoring and tracing activities.
b. For revision, update or modification of Normative documents or requirements that apply.
c. By instruction of the corresponding authority.
d. Due to changes in materials used in the Products, or any other characteristics that may imply a modification in the Certificate issued.
e. Due to family re-classification.
f. Due to new information which affects the conformity of the Product.

ix. Misuse of the mark of Conformity or Certificate. The incorrect or misleading use of the mark of conformity or the Certificate by the CLIENT or a third party will entitle to LENOR the right to suspend or cancel the Certification, and hence the use of the Mark of Conformity, and promote actions that apply according to the Normative documents, notwithstanding the possibility to apply sanctions foreseen in this Agreement and claim the prejudices there is room for.

x. Withdrawal by the CLIENT to the Certification. The CLIENT is able to withdraw to the Certification, in such case it must give written notice to the addresses set in this Agreement.

The withdrawal does not exempt the CLIENT to pay the price indicated in the quotation/offer for the tests and trials already performed or any other services already provided by LENOR.

Should the motive of withdrawal be causal of a sanction, such a withdrawal will be analyzed by LENOR for its acceptance or application of the corresponding sanction.

In order to secure the proper use of the Certificate and mark of conformity, the controlled use of certified products stock at the moment of withdrawal will be agreed upon between the CLIENT and LENOR.

3. INVOICING AND PAYMENT TERM.

LENOR will present and submit to the address of the CLIENT indicated in this Agreement and/or to the e-mail, an invoice payable in to the time defined in document *PO.01-F02 Certification Offer* all test, trials and/or activities described in the quotation/offer presented by LENOR are completed, for the price indicated plus IVA.

The CLIENT will have to pay the price indicated in the invoice in the term of the time defined in document *PO.01-F02 Certification Offer* after it is received, through bank transfer to the following account of LENOR:

[2] Numeral 4.1.2.2 sección f) ISO/IEC 17065:2012

National Payments:	**Payments from abroad:**
Option 1 Account Holder: Lenor Colombia S.A.S. Bank: Bancolombia Savings Account Nº: 25069684591 Business Agreement Nº: 84818 **Option 2** Account Holder: Lenor Colombia S.A.S. Bank: Banco De Bogotá Current Account No.: 046217436	Account Holder: Lenor Colombia S.A.S. Bank: BANCOLOMBIA Savings Account No.: 25069684591 SWIFT Code: COLOCOBM (in case of requesting 11 digits add "X" for example COLOCOBMXXX) Bank Address: Not Applicable Bank Code: Not Applicable

4. OBLIGATIONS OF THE PARTIES.

4.1. CLIENT's obligations. The CLIENT is obliged to observe and comply with the guidelines and obligations as follows:[3]

a. Comply with the Normative documents, this Agreement and the complementary Certification documents, and guidelines provided by LENOR.
b. Implement the changes stated in the certification requirements, prior to communication to LENOR and make sure the certified product complies with the certification requirements during the certification validity when the certification includes ongoing production of it.
c. Provide or make available to LENOR the Products, documents, samples, registries and any other information ordered by the Normative documents, or such required by LENOR in order to conduct the Conformity and Process Assessment specified in this Agreement, in the term indicated by LENOR.
d. Ensure information and documentation provided is real, legal and genuine. LENOR is not enforced to verify the authenticity of the information received as it is a CLIENT's obligation.
e. Use the Certification only for the ends established in the Normative documents that apply, and for such indicated in the Process or in the scope of the Certification.
f. Use properly the certificates and Mark of Conformity under the terms stated in this Agreement and the mark of conformity use rules, and always respecting the industrial property rights that LENOR is owner, and which are not transferred or issued to the CLIENT in any form, except to the limited use of them.
g. Pay in time the values and fares indicated by LENOR in the quotation/offer, and any additional costs LENOR incurs in for the CLIENT's Product Certification.
h. Cooperate and permit LENOR to conduct the monitoring activities or audits to hold the Certification.

i. to. In the monitoring of each of the certification cycles, the sample must be taken at the point(s) of marketing.
j. b. Allow monitoring or renewals to verify the quality management system through audit, which must be evaluated by a certification body accredited with the ISO/IEC 17021 standard or the certification of the system will be validated through documentary review.

k. In order to hold the Certification, the CLIENT should demonstrate that its Product(s) comply with the Norm's requirements, technical specifications and current regulations that apply. Besides, in the regulated field, that it complies with the requirements demanded by the corresponding authorities.
l. Evaluate the outsourced providers that participate in the production process and in the marketing chain of the Product(s) which are object of the certification process with LENOR.
m. k.n. The manufacturer or marketer must Inform in writing promptly to LENOR the

[3] Numeral 4.1.2.2 sección a), b), c), d), e), g), h), i), j) y k) ISO/IEC 17065:2012

following:

- Modifications of the Product which might affect the compliance of the Normative documents and/or technical requirements, and/or those requirements applicable by the competent authority. LENOR will assess, according to the changes, whether it can continue with the certification Process or if new activities are required, or if additional information is needed. This also may imply a modification in the prices and fares, which shall be informed by LENOR.
- Changes in the Product that might affect the conformity, for instance, changes in materials, production processes, production lines, documentation, facilities, and any other relevant changes.
- Changes of address or production relocation, legal condition or change in the contact person.
- Damages to persons or properties that involve the certified Products.
- Changes on the legal name or corporate object of the CLIENT.

n. During the inspection or audit activities, allow the participation of the Inspection/Auditing team of LENOR, and the personnel of the Accreditation Body that had issued the accreditation to LENOR, if necessary.
o. Ensure access to the LENOR's staff or its representatives, either informed or not, to conduct the Inspection/Audit activities to evaluate the scope of the certification or its monitoring, including activities performed outside the company's premises or in subcontractors' premises.
p. Have personnel availability in order to attend the inspection/audit, as well as personal protection elements according to the task to be performed and give the prevention and safety instructions there is room for to guarantee the LENOR personnel does not suffer any injuries or losses during the inspection/audit.
q. Investigate and file the complaints related to the certified Products, which must include the handling and corrective measures to manage each complaint.
r. Refrain to commercialize Products detected as defective in terms of the certification issued.
s. Adequately support change requests in the Conformity Product Certification information.
t. Prevent providing partial copies of the certificates to third parties.
u. Get in touch with LENOR at due anticipation in order to conduct the market monitoring activities to the certified products, thus facilitating all means for tasks can be developed in adequate and opportune ways.
v. Manufacturers of products certified under the technical regulations of Central America must:
   - Ensure that procedures are in place so that serial production maintains its conformity. Due consideration should be given to changes in the design or characteristics of the product and changes to the RTs according to which conformity of a product is declared.
   - Keep the technical documentation of the model to be certified for three years, after the certificate issued by the conformity assessment body comes into force.
   - Authorized representatives may be designated by notarized document. These will carry out the tasks specified in the mandate received from the manufacturer. The mandate must allow the authorized representative to perform at least the following tasks:
   - Have the product certification documents and technical documentation available to the CNE for three years. Notify any change in product certification status to the CNE.
   - Based on a request from the CNE, provide said authority with all the information and documentation necessary to demonstrate the conformity of the product in Spanish.

- Cooperate with the competent national authorities, at their request, in any action aimed at eliminating the risks posed by the products under their mandate.
- or. Importers of products certified under the technical regulations of Central America must:
- Introduce RTS-compliant products to the market.
- Before introducing a product on the market, importers will ensure that the manufacturer has carried out the proper conformity assessment.
- They will guarantee that the manufacturer has prepared the technical documentation and has respected the requirements regulatory.
- They will indicate in the documentation their name, their registered business name or registered trademark and their contact address.
- They will guarantee that the product is accompanied by instructions and information related to safety in Spanish.
- For a period of three years, importers shall keep a copy of the product certificate at the disposal of the market surveillance authorities and shall ensure that, upon request, these authorities receive a copy of the technical documentation.
- Notify any change in product certification status to the CNE.
- Based on a reasoned request from the CNE, importers will provide all the information and documentation necessary to demonstrate the conformity of the product in Spanish.

w. They will cooperate with said authority, at its request, in any action aimed at avoiding the risks posed by the products they have introduced into the market.Any others foreseen in the applicable Normative documents.

4.2. LENOR's obligations. LENOR is obliged to observe and comply with the guidelines and obligations as follows:

a. Conduct the Evaluation of the Conformity Process following the Normative documents that apply and the guidelines established by the Certification Bodies and competent authorities.

b. LENOR, as an evaluation body, must comply with the existing obligations in Colombia described in the Law 1480 of 2011, Decree 1595 of 2015 and Resolution 41713 of 2014 , as follows:

- The evaluation body will be responsible for the evaluation services provided under the certification framework or conformity document issued.
- The certification body will be responsible to consumers by the conformity assessment service in respect of a product subject to a technical regulation where it has acted intentionally or with gross negligence.
- LENOR shall be responsible for the certification process to comply with the Normative documents requirements as indicates in the quotation/offer.
- Review and validate those tags of products, which are conformity assessment objects include the scope of the evaluation, the CONTRACTOR's name and ONAC's name. At the same time, any other tagging requirements comprised in the technical regulation that might apply to the evaluated products.
- Load to the SICERCO system the conformity certificates issued in the evaluation process, under the framework of the current agreement. Resolutions 61971 of 2014 and Resolution 41713 of the 1st of July of 2014, Superintendency of Industry and Commerce.
- Comply with all obligations contained in article 2.2.17.8.3 of Decree 1595 of 2015 issued by the Ministry of Commerce, Industry and Tourism.
- Comply with all current norms on obligations and responsibilities for conformity assessment entities in Colombia.

c. Assist enquiries and concerns that the CLIENT may manifest on behalf of the Proceeding or the Certification.

d. Keep the accreditation with the National Accreditation Body valid.

e. Issue the Certificates only when the compliance of the technical, legal and documental requirements that apply are met. Nonetheless, this does not guarantee that the Product certifies all legal, custom or any other requirements that should not be considered by LENOR through the Certification Process.
f. Suspend or cancel the Certification due to any non-compliance event from the CLIENT or any fact that may put Product consumers at risk, or any other that this agreement considers. In this case, the decision must be informed to the CLIENT along with the causes that originated the Certification suspension or cancellation.
g. Any others foreseen to the Certification Body applicable Normative documents.

5. RESPONSIBILITY AND INDEMNITY.

5.1. Responsibility.

The CLIENT will be responsible for the Products, information and all documentation provided to LENOR for the certification process and conformity assessment. At the same time, the CLIENT will guarantee its material and ideological authenticity.

Once the Certification is approved, the CLIENT is the only one responsible to hold and preserve it, and the observance of the technical and legal guidelines stated in the Normative documents and such conditions requested or indicated by LENOR.

LENOR will not be responsible for any failure or error committed through the certification process or the conformity assessment, or by issuing the Certificate or the respective monitoring, as well as any other defect which could not be found or detected by LENOR during the certification due to the information, documentation and/or Product(s) that the CLIENT had provided, taking into account that such are the inputs for the proper service provision of LENOR.

5.2. Indemnity.

The CLIENT shall keep LENOR indemnified from any lawsuit of all nature, aimed to LENOR by a third party to its contractual relationship, that with no knowledge or authorization from LENOR, had suffered demonstrable harm or damage and originated by defective or non-compliance of obligations on behalf of the CLIENT.

This includes any claim or lawsuit that third parties might present in relation to the certified products. With the understanding that the responsibility that Normative documents attribute to manufacturers, marketers, importers and certifiers, the indemnity obligation on behalf of the CLIENT implies that the latter assumes the defense or representation expenses incurred by LENOR to defend itself against any claim or lawsuit filed against it due to false, mistaken or incomplete information that the CLIENT may have provided, or by non-compliance of any of its obligations.

LENOR commits to perform the object of the contract according to the level and quality offered, according to the contract and its annexes, or otherwise, at the highest level of quality, form, time and opportunity agreed.

LENOR will be responsible for the opportune, complete and satisfactory compliance to the CLIENT on performing the object of the contract. Therefore, LENOR will be responsible for any damage caused to the CLIENT regarding the late or defective performance of the contract, especially on the product certification process.

LENOR as a certification body must comply with current obligations in Colombia described in the Law 1480 of 2011, Decree 1595 of 2015 and Resolution 41713 of 2014.

6. DEFECTIVE PRODUCTS AND/OR NON-CONFORMING TO THE CERTIFICATION REQUIREMENTS

Upon detection or suspicion of any non-compliance regarding the requirements of the Certification, either detected during surveillance activities or by another mechanism, for example, by controls carried out by competent authorities, by consumer complaints, or other mechanisms, LENOR may suspend the Certification until the causes and actual or potential consequences of non-compliance are investigated, and until it is solved by the CLIENT.

Concerning the decision of suspension, which is given as a result of this clause, the procedure set in Clause 2 Section C will be applied, where the CLIENT will be notified in writing informing the reasons for which the Certification is suspended and the time of suspension, which includes the suspension of the right to use the Mark of Conformity if applicable.

Whether the detection has been made by the CLIENT, it shall immediately inform LENOR, in which case the latter may also suspend the Certification. Regardless of whether the detection or suspicion has its origin in activities performed by LENOR, by the CLIENT, by the consumer or by other market agents (such as consumer associations), the CLIENT must take the pertinent measures, which include, but are not limited to:

a. Identify the manufacturing batches or lots involved with adequate safety margins.
b. Immediately inform the competent authorities.
c. Inform the situation in mass media and remove the reference of the certification of the material or advertisements.
d. Replace involved products in possession of consumers and recall the products found in the market.
e. Take the necessary corrective measures in order to prevent the non-compliance repetition.

7. DURATION AND TERMINATION.

The term of the Agreement shall correspond to the term that involves the Process and the provision of the services contracted by the CLIENT based on the quotation/offer submitted by LENOR, which in any case shall not be less than the minimum term of the Certification Process, without prejudice to the contractual tenets that by their nature must be maintained over time.

The term will be counted from the Agreement is subscribed and until the Certificate is issued or LENOR declares its refusal.

This Agreement shall apply to all Applications submitted by the CLIENT, nevertheless, each one shall meet the terms, Normative documents, fares and prices indicated in the quotation/offer submitted by LENOR.

Notwithstanding, this Agreement shall terminate upon the occurrence of any of the following events:

a. To assist the CLIENT's Applications and the corresponding issuing of the Certificate or negative response by non-compliance of the technical and legal requirements for the Product.
b. By mutual agreement between the Parties.
c. By court order that so commands.
d. By the start of a process of economic re-structuration, mandatory liquidation, or insolvency from one of the Parts.
e. By decision of LENOR due to non-compliance, defective compliance, default or delay of the obligations here agreed on behalf of the CLIENT.
f. By decision of the CLIENT due to non-compliance, defective compliance, default or delay of the obligations here agreed on behalf of LENOR.
g. Any of the parties during the contractual term may end the contract with a notice of 30

calendar days prior to the intended date of termination without obligation to pay any fine, penalty and compensation. The CLIENT will only be billed for 30% of the value of the certification and 100% of the expenses of activities related to tests, inspections, audits and factory evaluations carried out for each of the processes that are affected by the CLIENT's decision.

h. Any other established by the Normative documents that apply.

8. DECLARATIONS AND GUARANTEES OF THE CLIENT.

The CLIENT declares and guarantees that it has the power and faculties needed to celebrate and execute this Agreement, as well as to execute, enforce itself and perform all obligations, compromises, duties and stipulations foreseen in it.

The CLIENT declares and guarantees that all information, documentation, and Products provided to LENOR are real, truthful, and free of any falsehood.

The CLIENT declares and guarantees that it will submit all information, documentation and Products for an adequate certification proceeding by LENOR and that the former will not submit, in any case, partial, altered, false or misleading information that may lead to issue a Product Certification that does not fulfil the technical and legal requirements for it.

The CLIENT declares and guarantees that it knows the origin of the Product, that it has made the pertinent evaluations, and it has approved the legal requirements to enter it to the national territory and submit it to a Certification Process.

When the client is a marketer or importer, they declare that they have a demonstrable commercial link with the manufacturer of the product to be certified.

The manufacturer for Colombia or marketer responsible for the product must verify that the product to be made available on the market corresponds to the product actually certified or declared.

In any case, the SIC may verify compliance with the certified or declared requirements and sanction those who present deviations from the regulations or standards applicable to the product, regardless of having previously had approval from both the VUCE and the DIAN.

9. STATEMENT OF ASSETS AND INCOMES.

The Parties declare under oath the following:

a. That their incomes or assets do not come from any unlawful activity contemplated in the Colombian Criminal Code or any other norm that substitutes, adds or modifies it. Accordingly, they declare their incomes or assets are linked to the normal development lawful activities of their corporate purpose.
b. That they do not have performed transactions or operations oriented to perform or fund illegal activities contemplated in the Colombian Criminal Code or any other norm that substitutes, adds or modifies it, or in favor of people related to such activities.
c. That the resources or assets object of this Contract do not come from any illegal activity contemplated in the Colombian Criminal Code or any other norm that substitutes, adds or modifies it.
d. That during the execution of this Contract, they will refrain from having links with thirds parties that are known by any means to be linked to money laundering activities or financing terrorism.
e. That they comply with the applicable regulations on prevention and control of money laundering and financing of terrorism (LA/FT), thus having implemented policies, procedures and mechanisms for the prevention and control of money laundering or financing of terrorism derived from such legal dispositions.

f. That neither the Parties, nor their shareholders, associates or partners that directly or indirectly hold five percent (5%) or more of the capital stock, contribution or participation, nor their legal representatives and members of the Board of Directors, are included in the international binding list on Colombia according to international law (United Nations lists) or on the list issued by the Office of Foreign Assets of the United States Department of the Treasury (OFAC List), as well as on national and international lists or databases related to illegal activities, being the Parties empowered to carry out the verifications they deem pertinent.
g. That there does not exist against the Parties, nor their shareholders, associates or partners that directly or indirectly hold five percent (5%) or more of the capital stock, contribution or participation, nor their legal representatives and members of the Board of Directors, any current judicial conviction that sentences them for the commission of crimes of money laundering, financing of terrorism or whether they are currently linked to criminal investigations for the alleged commission of such crimes, being the Parties empowered to carry out the verifications they deem pertinent in databases and national or international public information.

In the event that the parties do not carry out verifications, they shall not be held responsible for the statements made herein, which they declare to be true under oath.

10. NON-COMPLIANCE, SANCTIONS AND PENALTIES.

10.1. Non-compliance.

It is considered there exists a non-compliance from the CLIENT when one or some of the following assumptions are met:

a. It does not comply with the Normative documents applicable to the Product or with the additional requirements from competent authorities.
b. It does not allow LENOR to perform surveillance and monitoring activities of the Certification.
c. It modifies the characteristics of the Product with no prior notice to LENOR, and in spite of that, it keeps using the Certification.
d. Undue use of the Certification and/or Mark of Conformity.
e. It does not mark the products according to the Process indicated in the Normative documents applicable or according to recommendations from competent authorities.
f. It does not comply with the quality controls.
g. It fails to comply with any obligations on its behalf as stated in this Agreement.

10.2. Sanctions.

Upon any non-compliance by the CLIENT, LENOR will proceed with the following conduct and may impose some of the following penalties according to the seriousness and background of the non-compliance:

a. Increase in the surveillance frequency.
b. LENOR shall inform the CLIENT of the non-compliance and shall urge the latter to correct it according to the Normative documents and what is stated in this Agreement.
c. The Certificate will be suspended along with the right to use the Mark of Conformity and the conditions to get the right to use it back again.
d. Cancellation of the Certification. In this event, the certification, and the right to use the Mark of Conformity will be permanently cancelled.

The sanctions shall be informed by LENOR that the CLIENT indicates in this Agreement in writing, pointing out the causes and effects of the sanction. The effects of the sanction take effect from the date of notification at the company's address.

10.3. Penalties.

Should the CLIENT, despite the penalties set out in the preceding section, continues with the non-compliance, the CLIENT shall entitle LENOR to enforce a penalty clause, by way of penalty, for an amount equal to twenty percent (20%) of the total value of the quotation/offer, with respect to each of the Applications. This clause shall be effective with no need for prior or judicial requisition, which is expressly waived by the Contractor.

Any non-compliance caused, individually considered, even if tolerated by LENOR during the execution of this Agreement, shall result in the sanction established herein. All of the above, without prejudice to the recovery of any damages that may be caused as a consequence of the non-compliance.

11. MISCELLANEOUS.

11.1. Intellectual property and copyrights.[4]

LENOR shall permit the use of the Mark of Conformity and the LENOR Mark for the certified Products, with the only purpose to indicate to the public and third parties that the Product was certified by LENOR.

The CLIENT acknowledges that the LENOR Mark es property of LENOR and commits through this Agreement not to perform any action that may damage the LENOR's image, or to any of the parent or related companies.

The use of the Mark of Conformity is valid as long as the corresponding certification and certificates are valid.

When the certification expires or is cancelled for any reason, the right to use the LENOR Mark of Conformity expires automatically. In this event, there will be no need to notify the CLIENT, who must immediately cease using the Mark of Conformity.

The signing of this Agreement does not imply the granting, by LENOR, of the use of Marks of Conformity, trade name, logo, or any other intellectual property right owned by LENOR, except for the purpose established in this section.

11.2. Data protection.

LENOR commits that, in the event of receiving, collecting, managing or knowing any type of personal information stored in the databases owned by the CLIENT, the former will keep it under special security conditions that prevent its adulteration, loss, consultation, unauthorized or fraudulent use or access, and will use it for the only purpose of complying with the object of this contract. LENOR declares that it is aware of and complies with current Colombian legislation in relation to personal data protection.

LENOR is exclusively responsible for any violation of the rules of personal data protection, for loss or leakage of information, excluding the CLIENT from any responsibility for this circumstance, given that in this matter the CLIENT is considered as a third party in good faith exempt from fault with respect to the actions of LENOR.

The CLIENT may claim whatever it is entitled to for the damages that have been caused to it, as well as the right to claim reimbursement to LENOR in the event of being subject to any type of sanction derived from the inadequate treatment of the information carried out by LENOR.

[4] Numeral 4.1.2.2 sección e) ISO/IEC 17065:2012

11.3. Confidentiality.[5]

For all purposes of this contract, all information of the CLIENT to which LENOR has access or knowledge will have the character of confidential information and consequently must be treated as such. LENOR shall not reveal to anybody the terms and conditions of the contract or the information (including, but not limited to, technical, commercial or financial information, product suppliers and goods subject to certification) received from the CLIENT with the aim of its execution, without the prior written consent of the CLIENT.

LENOR acknowledges the confidential character of the information provided by the CLIENT, or of its activities that the former is aware of, either through written, oral, telephone, e-mail or verbal communications, or that found in documents, packaging, containers, etc., with an indication of whether it is confidential or without such indication, for and/or during the execution of this Contract, or that has been or was supplied by the CLIENT or its related companies, parents, affiliates, subsidiaries, subordinates, agents, representatives or employees, and LENOR is obliged to keep it confidential.

LENOR has policies and procedures to preserve the confidentiality of the information obtained during the certification process at all levels of its structure. All personnel, including the impartiality and certification committee and any external person acting on behalf of LENOR sign a commitment to confidentiality, impartiality, independence, security and procedures acceptance.

In the event that any activity included in the object of this contract is performed by a third party other than the Parties, LENOR commits with the CLIENT to sign a confidentiality contract with that third party, in which the same conditions stated in this Clause will be stipulated. In addition, LENOR commits that any person who receives confidential information or not, will not share it, nor disclose it to any other person, and especially to persons and/or officials who may know information relating to competitors of the CLIENT, in order to protect it from any transmission of information to an unauthorized third party that may result in acts of unfair competition, conflicts of interest, or infringement of industrial property.

LENOR shall not provide information to third parties without the consent of the CLIENT, unless required to do so by the courts or by competent authorities, for example, Accreditation Bodies.

LENOR will provide competent authorities with any information inherent to the certification process if requested to do so, in which case it will inform the CLIENT of the request and delivery of the information.[6]

LENOR must communicate any leakage of information that it has been or is aware of, assuming that such communication will not exempt it from its responsibility to maintain its obligation to keep the information in general confidential.[7]

11.4. Impartiality

LENOR is responsible to identify and remove potential sources of conflict of interest that may put at risk the impartiality of the certification process.

To this end, the declaration of impartiality and independence is applicable, which can be consulted at the following link: https://lenor.com.co/wp-content/uploads/2020/07/MC.01-A03-Politica-de-calidad.pdf

11.5. Taxes and charges.

Charges, taxes, rates, rights, and contributions caused on the occasion of this Agreement will be in

[5] Numeral 4.5.1 ISO/IEC 17065:2012
[6] Numeral 4.5.2 ISO/IEC 17065:2012
[7] Numeral 4.5.3 ISO/IEC 17065:2012

charge of and should be paid and/or held by the party obliged according to the current normative frame at the time of payment or the charge, tax, rate, right or contribution is caused.

11.6. Applicable law.

This Agreement and the relationship between LENOR and the CLIENT shall be ruled and interpreted according to the Colombian law, which includes all laws, decrees, regulations and technical dispositions that apply, as well as the international technical regulations that regulate the activity of LENOR.

11.7. Resolution of controversies.

By mutual agreement, the Parties accept that in case of any dispute or disagreement in the execution of this Agreement, they shall have a period of thirty (30) calendar days for the certification of biosecurity protocols, the certificate will have a period of five (5) calendar days from the date of the written complaint to resolve their differences amicably, by direct negotiation or by conciliation.

Should what be in dispute is an obligation to "give" or "do", the Parties understand that it is an enforceable obligation and hence it should not be resolved amicably, but it is clear, explicit and enforceable, and any competent judge may proceed to its execution and enforceability.

Should the dispute is not resolved directly between the Parties within the established term, the dispute shall be submitted to the decision of an Arbitral Tribunal that shall operate at the Arbitration and Conciliation Centre of the Chamber of Commerce of Bogotá, which shall be constituted, deliberate and decide according to the provisions of the Regulations of the Arbitration and Conciliation Centre of the Chamber of Commerce of Bogotá, Law 1563 of 2012 and other concordant or complementary disposition, or by those that modify, add, regulate or replace them.

The Tribunal shall be composed of one (1) or three (3) arbitrators, in the latter case if the amount in dispute exceeds 400 current monthly legal minimum wages. When the tribunal is composed of one (1) arbitrator, he/she shall be appointed by mutual agreement between the Parties; when there are three arbitrators, each party shall appoint one of them and the third one shall be appointed by mutual agreement between the Parties.

In case there is no agreement on the joint appointment of an arbitrator within five (5) days following the submission of their proposals, the arbitrator shall be appointed by the Conciliation and Arbitration Centre of the Chamber of Commerce of Bogotá.

The internal organization of the tribunal, as well as the applicable costs and fees, shall be subject to the rules provided for this purpose by Arbitration and Conciliation Centre of the Chamber of Commerce of Bogotá, if the Parties, as far as the Applicable Law permits, do not agree otherwise.

The tribunal shall be regulated by the applicable Colombian law and shall rule as a matter of law. Should the Parties consider that the definition of a disputed technical aspect is sufficient to define their disputes, they may make the arbitration technical following the same rule established herein.

The decision shall have the effect of final judgment (res judicata) for the Parties.

11.8. Queries, Complaints and Claims.

The CLIENT may raise a complaint to the Customer Service area of LENOR, which will process it at a maximum period of 15 business days and for the Certification of biosafety protocols they will have a time of 5 calendar days.

The complaint may be submitted by e-mail, telephone or via web.

LENOR has a methodology to handle complaints, in accordance with its internal procedure PO.03 "Development and Customer Support", which is publicly available on its website.

LENOR will inform who raised the claim the resolution about it.

Should the CLIENT does not agree with a decision concerning it, it may submit a written formal appeal within the 30 calendar days for the certification of biosecurity protocols, the certificate will have a period of 10 calendar days following the communication of LENOR.

The appeal must be addressed to the customer service area of LENOR, and LENOR should formally respond to the appeal within 30 calendar days for the certification of biosecurity protocols, the certificate will have a period of 5 calendar days from its receipt.

11.9. Prohibition of cession of the agreement.

The CLIENT may not cede or transfer the subject matter of this Agreement, or any rights or obligations included in this Agreement, without prior written consent from LENOR.

11.10. Nature of the agreement.

The Parties declare and understand that this Agreement and its execution implies that it is exclusively a Certification service provision, with the conditions and obligations herein stated, and under in no event are they acting as a representative, trade agent, an agent with or without representation, employee, dependent or otherwise similar of the other Party.

11.11. Notifications.

Communications between the Parties regarding this Agreement or any other Application must be in written and may be delivered face-to-face or by registered mail, air post (courier), e-mail, telex or facsimile to the addresses indicated