

## Curtis-Straus Certification Body Agreement

This agreement is between Curtis-Straus LLC, A wholly owned subsidiary of Bureau Veritas Consumer Products Services Inc., having its registered offices at One Distribution Center Circle #1, Littleton, Massachusetts 01460, USA hereinafter referred to as the Certification Body and TOP VICTORY ELECTRONICS (TAIWAN) CO.,LTD., having its registered offices at 10F., No 230, Liancheng Rd., Zhonghe Dist., New Taipei City 23553, Taiwan (R.O.C), hereinafter referred to as the Applicant.

### Article 1: Regulations for certification

For FCC: Title 47 of the Code of Federal Regulations Parts 0 to 199 (47 CFR), FCC Knowledge Database Interpretations and all official FCC procedures/guidelines

For Industry Canada: Industry Canada Spectrum Management and Telecommunications Standards including "Radio Standards Specifications (RSS)"

For ENERGY STAR: EPA ENERGY STAR Product Specifications: Program Requirements (current applicable versions)

For Singapore IDA: IDA Equipment Registration Framework

For Hong Kong OFCA: OFCA Asia-Pacific Economic Cooperation (APEC) Mutual Recognition Arrangement for Conformity Assessment of Telecommunications Equipment (APEC Tel MRA)

For NRCan Energy Efficiency: NRCan Guide to Canada's Energy Efficiency Regulations

The Applicant agrees that the Agencies for which certification is granted retain all authority under its law to interpret, implement and enforce the relevant technical regulations governing the certified equipment.

### Article 2: Rights and obligations

The Applicant agrees to always comply with the relevant provisions of the certification program.

The Applicant agrees that the certified products manufactured and supplied by it as specified in the certificate based on and attached to this agreement will comply with the requirements stated in Article 1.

The Applicant agrees that the products for which the certificate is granted will be produced to the same specifications as the sample that the Certification Body found by review to be in compliance with the regulations. The Applicant shall immediately inform the Certification Body of any changes to the certified product.

The Applicant agrees to make all necessary arrangements for the conduct of evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel as required for the purpose of evaluation (e.g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints.

### Article 3: Surveillance

The Certification Body conducts post-market surveillance on Applicant's compliance with his obligations,

For FCC: in accordance with the latest version of (at the time of signing this document) FCC KDB Publication 610077; "TCB Post-Market Surveillance".

For Industry Canada: in accordance with the latest version of (at the time of signing this document) CB-02; "Recognition Criteria, and Administrative and Operational Requirements Applicable to Certification Bodies for the Certification of Radio Apparatus to Industry Canada's Standards and Specifications".

For EPA/OFC/IDA/NRCan: in accordance with the LIT-SOP-0034 and per the latest published guidance from relevant agency.

By signing this document, the Applicant agrees to, Reimburse to the Certification Body any costs or fees associated with collection, testing and reporting of surveillance samples.

For FCC, Industry Canada, IDA, OFCA and NRCan: have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the Certification Body for post-market surveillance testing. The Applicant agrees to supply a production sample of the certified product upon such request. Unless otherwise specified the sample is to be provided within 14 days to the Certification Body at its address stated above. The Certification Body will notify the relevant agency for failure to deliver a production sample, which may result in the blocking of the grantee code / company number for future equipment authorization applications. This surveillance is carried out by the Certification Body employees or by subcontractors on behalf of the Certification Body.

For EPA: support all aspects of Verification Test program for the models certified. This includes but is not limited to,

- (1) providing a list of at least three locations where the unit(s) of the product(s) to be tested may be obtained;
- (2) or in the case of warehouse or off-the-line procurement (only for eligible categories), provide access to the Certification Body to select a unit(s) of the product(s) for testing,

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- (3) provide compensation to the Certification Body for sample procurement, verification testing, administration and other required costs (shipping and handling etc) in association with the Verification Testing program unless previously included in the certification fee (as indicated on the quote).
- (4) Applicant participation in challenge testing per EPA ENERGY STAR program rules, including, but not limited to,
- (5) providing compensation to the Certification Body for the costs incurred to facilitate the challenge when a challenge is successful against the Applicant (compensation for a failed challenge will be provided by the Challenger)

**Article 4: Information on modifications in production**

The Applicant shall inform the Certification Body of any intended modification in the product, the manufacturing process or the quality management system controlled by the specific certification program.

**Article 5: Complaints**

The Applicant shall keep records and upon request report to the Certification Body any complaints regarding those aspects of the products covered by the certificate. The Applicant shall take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The Applicant shall keep records of such action.

**Article 6: Publicity**

The Applicant may make claims regarding certification only in respect of the scope for which certification has been granted. The Applicant has the right to publish that it has a certificate for the product to which the certificate applies. Among other methods, the Certification Body will publicize its authorization of certifying compliance of Applicant's product(s) to an applicable standard at the Certification Body's web site or remove such authorization from such website upon cancellation of this agreement.

The Applicant agrees not use its product certification in such a manner as to bring the Certification Body into disrepute and must not make any statement regarding its product certification which the Certification Body may consider misleading or unauthorized,

The Applicant may use certification only to indicate that products are certified as being in conformity with specified standards. The Applicant agrees to endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner. In making reference to its product certification in communication media such as documents, brochures or advertising, the Applicant agrees to comply with the requirements of the Certification Body.

**Article 7: Confidentiality**

The Certification Body is responsible for seeing that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the Applicant. The Applicant agrees that all documents submitted to the TCB program can be submitted to the FCC and may become public knowledge under the FCC rules in 47 CFR Part 0. While confidentiality may be requested for trade secrets and other reasons, the Applicant agrees that the FCC may determine that the documents submitted are not confidential and may be released to the public. The TCB accepts no responsibility for FCC release of documents. All documents that the Applicant considers to be confidential shall be designated in writing in accordance with 47 CFR 0.459.

The Certification Body must conform with all rules with regard to providing application information, confidential or otherwise, to foreign agencies for which certifications are granted (Industry Canada, IDA, OFCA, NRCan). The Applicant agrees that information may be provided to these agencies as required to support the certification and that the confidentiality of that information is the responsibility of each specific agency under the prevailing laws and rules of the agency's country of operation. The Applicant also agrees that Industry Canada, IDA, OFCA and NRCan may publish the relevant technical information of certified equipment as provided by the recognized FCB (Curtis-Straus) onto their website for public reference.

The Applicant agrees that all documents submitted to the ENERGY STAR certification program may be submitted to the EPA.

The Applicant agrees that all documents submitted to the NRCan certification program may be submitted to NRCan.

**Article 8: Payment**

The Applicant shall pay to the Certification Body fees as defined in the then current schedule produced by the Certification Body for all certification and surveillance activities. In the case where the certification program includes an annual fee, the Applicant agrees to pay the fee on or before the due date in order to extend the certification an additional year. There is no prorated fee or refund for partial year renewals.

**Article 9: Agreement period**

This agreement comes into force on the date shown, and remains in force unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party. The Applicant shall continue to comply with the rules of the Certification Body if this agreement is terminated.

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**Article 10: Withdrawal / cancellation of certificate**

Failure to comply with any article of this agreement is grounds for withdrawing the certificate. In addition, For FCC certificates, the Certification Body can revoke the certificate within 30 days of its issue. After this period only the FCC can revoke the certificate in accordance with the relevant FCC rules.

For Canada certificates, the Certification Body can notify the Applicant and Industry Canada that it is withdrawing the certificate at any time after its issue.

For all other Certifications, the Certification Body can notify the Applicant and the governing agency that we are withdrawing the certificate at any time after its issue.

Upon withdrawal or cancellation of certification, the Applicant must discontinue its use of all advertising matter that contains any reference thereto and return any certification documents as required by the Certification Body,

**Article 11: Liability**

The Applicant agrees that the Certification Body, in performance of duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The Applicant acknowledges that the opinions and findings of the Certification Body represent its judgement given with due consideration to the necessary limitations of practical operation and in accordance with performance of its duties and agrees that the Certification Body does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by a third party.

The Applicant agrees that the distribution (meaning sale, lease or gift) or promotion of any product utilizing a marking or description referring to the Certification Body would mislead the public if such a product is not eligible to use the marking or description or does not comply with the requirements of the Certification Body or if the Certification Body certification is used in any other way than as herein provided, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the Applicant agrees that in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of the Certification Body restraining the Applicant from further use of the Certification Body certification or any other reference to the Certification Body in any manner whatsoever, and from any further distribution or promotion of said products bearing the Certification Body certification or any other reference to the Certification Body and any other relief which may be deemed appropriate. Such temporary injunction shall not, however, restrain the distribution of products already utilizing the Certification Body certificate which have been previously found to be in compliance with the requirements of the Certification Body at the time. The granting or issuance of such temporary injunctions shall not affect the right of the Certification Body to compensatory and punitive damages for the misuse of the Certification Body certification or its name, abbreviations, or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement. The Applicant agrees to hold the Certification Body harmless and to defend and indemnify the Certification Body against any loss, expense, liability or damage, including reasonable attorney's fees, arising out of any misuse by the Applicant of the Certification Body certification or arising out of any violation by the Applicant of the terms and conditions of this Agreement. In the event that the Certification Body notifies all those it has sent the then most recent issue of the Certification Directory of any incorrect certification published therein, or elsewhere, Applicant agrees not to hold the Certification Body liable in any way for any damage caused by such incorrect published certification, unless such damage was the result of an intentional tort, a willful act or gross negligence by the Certification Body.

**Article 12: Appeal/dispute**

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the Certification Body. The governing market agencies (as applicable) are the final arbitrators.

**Article 13: Agents**

Authorizing an agent to sign this agreement is done solely at the Applicant's discretion; however, the Applicant remains responsible for all statements in this agreement.

**Article 14: Subcontracting**

The Applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by the Certification Body. The complete list of the Approved Subcontractors Curtis-Straus may use to delegate the performance of work can be provided upon request.

**Article 15: Application Forms**

The Applicant can request standard application forms from the Certification Body or can supply an alternative application form, which may or may not be accepted at the discretion of the Certification Body.

**Article 16: Expiration Period for Pending Applications**

By signing this document Applicant agrees that; applications for certification that are pending for more than 60 calendar days from the date it was received (due to identified deficiencies in the application package), will be closed. If the Applicant

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desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

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Issued in duplicate and signed by authorized representatives of the Certification Body and the Applicant.

For the Certification Body:

Date


Signature

Name (printed)

Title

For the Applicant:

Date 2016.06.21

Signature 

Name (printed)

Kevin Hung

Title

Director