



**BUREAU
VERITAS**

775 Montague Expressway

Milpitas, CA 95035

Tel: 408-526-1188

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Email: certification@bureauveritas.com
Website: <https://www.cps.bureauveritas.com/>

Product Certification Agreement

Reason for Amendment (current / obsolete)	Revision History		Approved Date
	From	To	
Initial Release (obsolete)	1.0	1.0	Nov-30-2006
Added 1% SAR Surveillance requirement (obsolete)	1.0	2.0	March-19-2007
Update Post Market Surveillance from 1% to 5% (obsolete)	2.0	3.0	March-01-2008
Revised Part F (obsolete)	3.0	4.0	Dec-19- 2008
Revised Part D (obsolete)	4.0	5.0	March-12-2009
Add 2% Telecom to section K (obsolete)	5.0	6.0	October 1, 2010
Updated company template & Added text box (obsolete)	6.0	7.0	Jan-31-2012
Updated multiple sections(obsolete)	7.0	8.0	Oct-5-2012
Updated to ISO 17065 (obsolete)	8.0	9.0	May-21-2014
Updated per A2LA assessment (obsolete)	9.0	10.0	Sep-16-2016
Updated Section D (obsolete)	10.0	11.0	Sep-28-2016
Updated Section D (obsolete)	11.0	12.0	Oct-20-2016
Updated Section D (obsolete)	12.0	13.0	Dec-8-2016
Updated Sections A, D, E and J (obsolete)	13.0	14.0	Sep-28-2018
Updated company name & logo (current); <u>updated E(1)</u>	14.0	15.0	Jun-26-2019
Updated Contact information, Branding	15.0	16.0	Aug-30-2020



Product Certification Agreement

A. Product Information & Test Data

The applicant agrees to provide Bureau Veritas Consumer Products Services, Inc. (hereinafter, referred to as BVCPS) all product information needed for the product to be certified pursuant to the respective BVCPS quote for services and warrant that the information provided is accurate and complete so that BVCPS may perform the services contemplated herein. If tested at an outside lab, the applicant must provide the complete test report to BVCPS. If the outside test lab is not accredited to ISO 17025 or does not have the proper scope, BVCPS must assess the lab to determine if the test report can be used for certification services. The applicant's information is used to perform a complete review to determine the product's compliance to the specific certification requested.

B. Product Samples (applicable when requesting BVCPS Testing Services)

The applicant agrees to supply the necessary number of product samples to BVCPS for test, measurement and evaluation purposes. The number of samples is to be determined by BVCPS. Samples will be returned only upon request and at applicant's expense after the completion of certification. Samples will be disposed of after six months if not requested for return by applicant. The applicant recognizes certain types of tests may damage or destroy the sample. BVCPS is not responsible for sample damages except when such damage resulted from negligence on the part of BVCPS.

C. Liability

The applicant agrees that BVCPS, in performance of its duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The applicant acknowledges the opinions and findings of BVCPS represent 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. BVCPS warrants that it will perform the certification and testing services in accordance with the applicable certification requirements and generally recognized industry standards. The applicant agrees that BVCPS does not warrant or guarantee that its opinions or findings will be accepted or recognized by a third party.

The applicant agrees the distribution or promotion of a specific product utilizing a BVCPS marking or description would mislead the public if the product is not eligible to use the marking or description, or does not comply with BVCPS requirements. If a BVCPS certification or marking is used in any manner other than as herein provided, it constitutes a breach of this agreement. For this and other reasons, the applicant agrees the violation of any terms and conditions of this agreement may cause a temporary injunction to be issued to prevent use of the BVCPS certification or any reference to BVCPS in any manner and from further distribution or use.



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

The applicant indemnifies and holds harmless BVCPS and its associated companies and their officers, employees, consultants and agents against any and all losses, costs and expenses incurred by them arising out of applicant's breach of this agreement, or any negligent act or omission of applicant in relation to the subject matter of this agreement. Applicant 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 BVCPS and accordingly without prejudice to any other rights or remedies that it may have, BVCPS shall be 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 State of California, Unites States of America.

D. Confidentiality

BVCPS assures that confidentiality is maintained by all of its employees and consultants and will not voluntarily disclose information obtained in confidence. The applicant agrees that all documents submitted for the certification program and submitted to the regulatory authorities will become public knowledge under applicable regulations. However, under FCC rules 47 CFR 0.457, a special request letter may be submitted to FCC requesting for confidentiality to be granted to certain exhibits. Only specific documents are allowed permanent confidentiality – schematics, block diagrams, parts lists, tune-up procedure, and operational/technical description. The documents allowed to be held confidentially in the short-term are as follows (maximum of 180 days as long as device is not being marketed or sold): external and internal photos, test set-up photos, and user's manual. Under short-term confidentiality, you must request an extension before the end of the initially requested time frame if you still require this service, for a total of 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. BVCPS assumes no responsibility for the regulatory authority's release of documents. Documents that the applicant considers to be confidential must be so designated in writing for those certification programs that will allow requested information to remain confidential. When the certification body is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.



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E. Compliance

The applicant agrees that production of their certified product complies with and will continue to comply with all Regulatory & BVCPS requirements in their technical and administrative processes and the applicant will:

1. Comply with all relevant requirements of the certification process, including implementing appropriate changes when they are communicated by BVCPS;
2. Make claims regarding certification only with respect to the scope for which a specific certification has been granted;
3. Not use product certification in a manner that would bring BVCPS into disrepute, and will not make any statement regarding its product certification that BVCPS may consider misleading or unauthorized;
4. If suspension, withdrawal, or cancellation of product certification occurs, the applicant and/or product supplier must discontinue all advertising that contains any reference to certification of the product and return any certification documents to BVCPS. The applicant and/or product supplier shall also take action as required by the certification scheme as well as any other required measure;
5. Use certification only to indicate that products certified by BVCPS as being in conformance per the specific standard used;
6. Assure that no certificate or report nor any part thereof is used in a misleading manner;
7. Assure that any copies of certification documents provided to others shall only be reproduced in their entirety or as specified by the certification scheme;
8. Comply with all applicable regulations and requirements when making references to its product certification in communication media such as documents, brochures, marks of conformity advertising, etc;
9. Comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
10. Only the certificate holder has the right to use the mark of conformity. The transfer of this right to any other party is not permitted;
11. Make all necessary arrangements for the conduct of evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), areas(s), personnel, and applicant subcontractors;
12. Make all necessary arrangements for the participation of observers, if applicable.
13. Assure the certified product continues to fulfill the product requirements if the certification applies to ongoing production.

BVCPS will provide specific information or explanation to applicants for a specific scope of accreditation desired that is related to a specific scope of accreditation held by BVCPS.

BVCPS will provide additional certification application information, when requested by the applicant.



F. Withdrawal or Cancellation of Certification

Withdrawal or cancellation of certification is as follows:

- a. Only FCC can withdraw or dismiss issued Grants.
- b. BVCPS reserves the right to withdraw or cancel any certifications issued by BVCPS due to the following: 1) issued by mistake, 2) requested by applicant, or 3) requested by authority
- c. In case of alterations of the bases of testing and/or the prerequisites of certification or infringements, on the part of the Customer, of the rules of the certification system, the Certification Body has the right to terminate the certificates at any time. In serious cases, it may declare the certificates invalid with immediate effect.

G. Notification of Changes to BVCPS

The applicant agrees to notify BVCPS, without delay, of changes that may affect its ability to conform with the certification requirements as well as any intended change(s) to a certified product, manufacturing or production process, quality management system and name or address change of the applicant that may affect the regulatory authority and/or BVCPS requirements.

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.

H. Regulatory Revision of Certified Product Requirements

If a Regulatory amendment or revision applies to BVCPS certified products covered by this agreement, BVCPS will use its best efforts to inform the applicant through the use of a newsletter, email, or some other form of communications. 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 BVCPS 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.

I. Disputes & Appeals

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



J. Complaints

The applicant shall make all necessary arrangements for the investigation of complaints and maintain all complaint records pertaining to a product's compliance with requirements and make those records available to BVCPS 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 records all actions taken.

K. Surveillance

BVCPS carries out post market surveillance activity per the specific certification scheme. Surveillance is to determine if BVCPS certified products continue to comply with regulatory rules, BVCPS requirements, conditions and terms. For example, FCC requires 5% of products certified by BVCPS each year to be randomly selected (If the products subject to RF Radiation Exposure requirements, then such products shall be included in the total number of samples audited. At least one percent of the products subject to SAR measurements and certified by the TCB for the given year shall be audited. The number of samples tested for the 1% surveillance requirement for SAR will be calculated the same way as the number of samples tested for the two percent surveillance requirement for EMC surveillance. The total number of products audited by the TCB under Scope C – Telephone Terminal Equipment, shall consist of at least two percent of the total number of products certified under Scope C by the TCB for the calendar year), and IC requires similar to FCC. IDA and Hong Kong do not state an amount, so it will be 5% until determined otherwise. This includes products that were tested by BVCPS and/or other test laboratories, but certified by BVCPS. The applicant agrees to provide BVCPS when requested a complete production product samples with user's guide at applicant's expense. The number of samples is to be determined by BVCPS. 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.

L. Anti-Drug Abuse Statement

As part of the FCC certification process, the applicant shall take full responsibility with regard to the Anti-Drug Statement, required on FCC Form 731 Application.

M. Agents

The applicant may use an Agent to sign this agreement and act on its behalf; however the applicant remains responsible for all requirements in this agreement.

N. Payment

The applicant shall pay BVCPS the service fees as defined and stated in the BVCPS Quote for Services.



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O. Agreement Period

This agreement is effective on the date shown below 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 Bureau Veritas Consumer Product Services, Inc. and the Applicant.

Certification Body	Applicant
Company Name: Bureau Veritas Consumer Product Services, Inc. Address: 775 Montague Expressway Milpitas, CA 95035 USA	Company Name: Tonly Technology Co., Ltd. Address: Section 37, Zhongkai High-tech Development Zone, Huizhou City, Guangdong Province, P.R. China
Authorized Person - Print Name: Date : Signature :	Authorized Person - Print Name: Hao Wang Date : 2022.11.01 Signature : <i>Hao Wang</i>
Title:	Title: Compliance Director