



## Additional Terms - Certification of Products, Processes and Services

These Additional Terms supplement the General Terms and Conditions of KPMG Certification BV/SRL and apply where expressly incorporated in the Engagement Letter.

Where the Services involve our assessment of an entity's systems or procedures to review compliance with a certification scheme related to products, processes or services (the "Scheme") claimed by the entity concerned and the subsequent issue of a certificate confirming compliance as claimed (a "**Certificate**"), the terms and conditions set out below shall apply.

### Duties and responsibilities of management

1. The management ("**Management**") of the entity whose products, processes or services are to be assessed are and shall be responsible for ensuring that:
  - 1.1 prior to delivery of the Services the Client establishes and implements systems and procedures to enable compliance by the Client with the Scheme against which the Client's systems or procedures are to be assessed, and that
  - 1.2 following delivery of the Services the Client maintains and continues to implement such systems or procedures where we have issued a Certificate and the Client intends to seek renewal on expiry;
  - 1.3 appropriate changes be implemented in case of changes in the requirements of the Scheme when these are communicated by the certification body.
2. The Management shall be responsible for making all necessary arrangements for :
  - the conduct of assessments related to the certification, including provision for examining documentation and records, and access to the relevant equipment, locations, areas, personnel and client's subcontractors;
  - investigation of complaints;
  - the participation of observers, if applicable.
3. Where a Certificate is issued and during its validity changes are made to the systems or procedures that were assessed, the Management shall inform us promptly. Any failure to do so could lead to invalidation of the Certificate.
4. The responsibility for safeguarding the Client's assets and for the prevention and detection of fraud, error and non-compliance with law, regulation or the Scheme rests and shall continue to rest with the Management. Our assessment shall not be designed to identify or detect fraud, error or non-compliance with law or regulation and our Certificate shall not be relied on for such purposes regardless of the nature of the Scheme.

5. No certification mark shall be used in conjunction with the Scheme. Reference to certification is only permitted in a written and unambiguous statement.

In addition:

- the claims made by the Client regarding certification are consistent with the scope of certification;
- if copies of the certification documents are provided to others, the documents shall be reproduced in their entirety;
- the Client shall not use its Certificate in such a manner as to bring the certification body into disrepute and does not make any statement regarding its certification that the certification body may consider misleading or unauthorized.

Incorrect references to the Scheme, the use of marks or misleading use of Certificates, or any other mechanism for indicating a system is certified, found in documentation or other publicity, shall be dealt with by suitable action.

6. The Client shall make no claim as to compliance with the Scheme where our Certificate has been withdrawn, terminated or its validity suspended.
7. The Client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and:
  - takes appropriate action with respect to such complaints and any deficiencies found in the system that affect compliance with the requirements for certification;
  - documents the actions taken.

### Duties and responsibilities of assessors

8. As assessors accredited by an accreditation authority with jurisdiction in the territory in which the Client operates (or such other accreditation authority as may be specified in the Engagement letter) (the "Accreditation Authority") and authorized to issue our Certificate we have and shall continue to have a responsibility to determine at the time of our assessment whether in our opinion the Client has demonstrated to our reasonable satisfaction that its systems and/or procedures, as applied comply with the Scheme. Our Certificate shall reflect our determination at the date of issue, shall remain valid for 24 months and shall be our property but released to the Client until its expiry (or suspension or withdrawal if sooner), at which time we shall be entitled to its return. We may on request perform another assessment on expiry of our Certificate at additional cost to the Client.
9. Our Certificate shall include the information as required by clause 7.7 "Certification Documentation" of ETSI EN 319403-1.



10. Where our findings do not support a Certificate in the form above or in an alternative form of equivalent effect, no Certificate shall be issued. We shall not issue any Certificate which includes any form of qualification, reservation, explanation or commentary.
11. Where the Client wishes its systems or procedures in operation at a site or sites not covered by our Certificate to be assessed for compliance purposes, we may deliver a questionnaire and we may make the assessment at additional cost to the Client. This may result in another Certificate.
12. Where a Certificate is issued and during its validity changes are made to the requirements for certification we shall inform the Client. We shall determine whether we need to perform a reassessment in order to verify our Certificate's continued validity. If we do so determine, the validity of our Certificate shall be suspended and the Management shall procure its return to us on demand. Any such reassessment shall be performed at additional cost to the Client.

#### **Failure reports**

13. Where we determine that a Certificate shall not be issued, we shall inform the Client in writing (a "Failure Report"). We may include in a Failure Report an explanation of the reasons for the decision not to issue a Certificate and of what action that the Client needs to take and when in order to rectify the deficiencies identified by us. Where we include such matters in a Failure Report we shall at the Client's request perform a reassessment of those areas where deficiencies were identified by us or, if the time limits for action have not been met, perform another assessment in full, in either case at additional cost to the Client.

#### **Nature of the assessment**

14. We shall determine the nature and duration of our assessment, which shall be conducted in such a manner as we consider necessary. In making our assessment we may accept certification by another accredited certification body in respect of systems or procedures included in our assessment as evidence of compliance with the Scheme. Facilities shall be made available to us on demand to enable us to conduct periodic surveillance of the Client's operations or processes where we consider these to be relevant to the Scheme. An indicative timetable for performance of the Services shall be set out in the Engagement Letter. The Services shall not include any form of quality assurance or quality control program or advice.
15. While our Certificate remains valid we may conduct periodic surveillance of the Client's operations or processes in order to satisfy ourselves that compliance with the Scheme continues. Facilities shall be made available to us on demand to enable us to do so. On request following such surveillance we shall inform the Client in writing that we are satisfied that compliance continues. Where we are not so satisfied, we may withdraw our Certificate or suspend its validity. In either case the Management shall procure its return to us on demand.

16. Where the Management informs us that changes have been made to the systems or procedures that have been assessed and which are the subject of a Certificate, we shall determine whether we need to perform a reassessment in order to verify our Certificate's continued validity. If we do so determine, the validity of our Certificate shall be suspended and the Management shall procure its return to us on demand. Any such reassessment shall be performed at additional cost to the Client.

#### **Certificate withdrawal and suspension**

17. Withdrawal of our Certificate or suspension of its validity may arise under clause 15 and shall arise under clause 16 and may or shall arise under clause 18.
18. Where the Client is in breach of the Services Contract or any rules or regulations regarding the use of the Certificate, or where the Client terminates the Services Contract after issue of a Certificate and during its validity, we may withdraw our Certificate or suspend its validity. We shall withdraw our Certificate where the Client ceases trading during its validity or we find or have drawn to our attention that the Client has ceased to apply the systems or procedures that are the subject of the Certificate. In any of these cases the Management shall procure the return of our Certificate to us on demand.
19. Where the validity of our Certificate is suspended, we shall notify the Client in writing. When doing so we shall indicate the duration of the suspension and what action needs to be taken by the Client and when in order to have the suspension lifted and validity of our Certificate restored. On expiry of the suspension we shall investigate at additional cost to the Client whether the action required by us has been taken. If it has, the suspension shall be lifted and the Client notified. If it has not or if facilities to enable us to conduct our investigation are not made available to us on demand, our Certificate shall be withdrawn. In that event the Management shall procure its return to us on demand.
20. Where our Certificate is withdrawn or its validity suspended, the Client shall have no entitlement to any refund in respect of our Charges. In the case of withdrawal we may publicize this event and notify the Accreditation Authority.

#### **Appeals**

21. The Client may appeal against a Failure Report or withdrawal or suspension of a Certificate or against the conditions which we notify the Client must be met in order to have a suspension lifted. An appeal shall be made in writing (an "Appeal") within 7 working days of notification of the relevant event.
22. Subject to clause 23, an Appeal shall be supported by written submissions and may also be supported by other documentation. Within 20 working days of receipt of an Appeal we shall deliver a written response supporting our decision.
23. Any appeal shall be determined by an independent body established by us for this and other purposes (the "Risk Department"). Any Appeal shall be made and determined in



accordance with procedures and requirements of the Risk Department. The decision of the Risk Department shall be considered before notifying the Client. The costs of the Risk Department shall be borne equally by us and the Client. Other costs of an Appeal shall be payable at the discretion of the Risk Department.

#### **Archival storage**

24. Following completion of the Services we shall retain in our archives our original working papers and other materials held by us relating to the Services or real, virtual or microfilm copies of thereof, for such period as we consider necessary or as may be required by the Accreditation Authority. We may thereafter destroy or delete all such papers and materials.

#### **General Terms and Conditions**

25. The following clauses of our General Terms and Conditions shall be varied as follows:
  - Clause 8 shall be varied to 1) allow the Client to disclose our Certificate to third parties, and 2) to provide that, if the Client intends to publish the Certificate electronically (e.g., on an Internet Web Site), the Client shall retain responsibility for the controls over and the security of it's website.

#### **Continued effect**

26. All rights and obligations arising from the Services Contract that by their purport are intended to continue in force after termination of the Services Contract will remain in full force between KPMG and the Client after the Services Contract has ended.