

## ADDENDUM TO CERTIFICATION AGREEMENT-ICT

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This Certification Agreement Addendum ("Agreement") is made by and between the Intertek Contracting Office and Certification Body(ies) identified in the Service Agreement ("Intertek") and the Clients agreeing to remote auditing of their facility(ies) using information communication technology ("ICT").

### ARTICLE I - Audit Process

1.1 Client Information. The Client acknowledges that Intertek's audit will require the Client to provide Intertek, remotely using ICT, with complete, accurate, and the most current information and documentation concerning the system(s)/program(s) to be certified. The Client agrees to promptly provide to Intertek all applicable documents, policies, procedures, manuals, and other information using ICT. If the Client intends to withhold from Intertek certain data, documents or other information on the basis of legal privilege (e.g., attorney-client) or other proprietary information (e.g., trade secret), Intertek may not be able to grant certification unless Intertek and the Client agree on how to address this issue. See section 2.3.

1.2 Client Assistance with ICT. The Client further acknowledges that the audit process will require a remote evaluation by Intertek's qualified auditor personnel ("Auditors"), whether permanent employees or contract personnel who will be provided access to the client site(s) through the use of ICT. The Client also agrees to permit all such remote evaluation of each Facility during the Client's regular business hours. The audits may also be monitored by representatives and/or observers of Intertek's management and Intertek's Accreditors and other Sector Authority Organizations. During each remote ICT audit, the Client shall make available key management and other personnel to show the Auditors through the Facility using ICT and to explain the operation of the Facility and its system(s)/program(s). In addition, prior to or at the commencement of any site visit, the Client shall fully brief the Auditors on any restrictions, that may impact the use of ICT in the Client's Facility.

1.3 Early Termination: If during the remote audit the Lead Auditor finds that the audit objectives are not attainable through the use of ICT due to lack of a satisfactory connection or otherwise is unable to obtain the necessary objective evidence for completion of the remote ICT audit, the Lead Auditor may terminate the audit early upon communication to client and recommend continuing the audit with an onsite visit.

### ARTICLE 2 – Use of Information Communication Technology

2.1 Use of Cameras/ video. Remote auditing using ICT requires the use of camera for live video feed. This video feed is only provided real time and shall not be recorded. The Lead Auditor will direct the camera operator to those areas where specific processes / operations need to be observed. In cases where the interview is performed in a desk setting, laptop/ desktop cameras may be used to interact with the lead auditor. The auditee will also be able to see the lead auditor on screen while being interviewed.

2.2 Responsibility of Company. The Client shall provide their own video camera (smartphone, laptop, etc.) for performing the remote ICT audit.





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2.3 Sharing Confidential and other Information via ICT. In cases where certain information cannot be accessed via ICT due to confidentiality or access issues, Intertek and the client shall agree prior to the audit on alternate methods to review this evidence.

2.4 IT and data protection measures: This agreement refers to any local applicable information security and data protection measures and regulations. If these IT and data protection measures cannot be fulfilled or agreed to, then Intertek shall use other methods for the audit/ assessment (i.e.: on-site)

### ARTICLE 3 - General Provisions

3.1 Retention of Records and Confidentiality. Intertek shall be entitled to retain copies of all applicable documents, policies, procedures, manuals, and other information provided during the remote ICT audits as defined in the main certification agreement F101-6. In cases where client requests to do so, the Lead Auditor shall delete any electronic documentation obtained in the course of the audit at time of completion of the audit.

3.2 Term of Agreement. This Agreement addendum is part of the main certification agreement F101-6 and shall commence on the date the Service Agreement is signed and shall remain in effect for the same period as the Service Agreement.