CONTRACTUAL AGREEMENT BETWEEN

Assurion Services LLC.

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1. Whereas, **Assurion Services LLC**., hereinafter known as Assurion, having its Registered Office at **The A42 Guy Lombardo Ave, Freeport, NY 11520** is engaged in undertaking third party assessment of management systems certification to ISO 27001, ISO 42001 series of International Standards.

2. Whereas _____ having its Registered Office at _____ here in after called the Organization is interested in obtaining **ISMS & AIMS** certification of its documented management systems at its premises at (address including sites, if any) as above.

3. Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth.

4. Responsibility of Assurion Services LLC.

As a party to this agreement, Assurion is responsible for conducting the assessments and providing certification in accordance with the current issue of Assurion Management Systems Certification Scheme Regulations to **ISMS & AIMS** standards **(Annex. -12)** which forms an integral part of this Agreement. Assurion reserves the right to modify the contents of its Certification Scheme Regulations, as and when necessary, in pursuit of its Policy to continually improve its services. Assurion as an accredited certification body does not provide any consultancy services or assistance in the implementation of document management system to any organization preparatory to its assessment for certification. Assurion Services LLC. will keep the clients updated on certification requirement, process, surveillance, re-certification and complaints.

5. Responsibility of Organization:

As a part to this agreement, the Organization agrees to provide Assurion with all documents, information and facilities at sites as required, to enable Assurion to provide its services under this Agreement and sites will be audited as per the audit plan.

5.1. This Agreement is entered upon the basis of the Application Form for Registration **(Document no. Assurion /F/01)** duly signed by the Organization in confirmation of its acceptance of the Assurion fee offer and the terms of the payment of the agreed fees and expenses for the services to be provided.

5.2. Special Visits:

Fees for special visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately.

5.3. Cancellation (Recovery of Costs):

In the event, the Organization cancels the Agreement, for any reason whatsoever, less than 3 weeks before the commencement of the Pre-audit or at any time during the process of certification, Assurion will charge a fee amounting to 20% of the total agreed fees, in addition to the fees already charged for the assessment work, completed at the time of cancellation.

5.4. Invoices:

Invoices for the agreed fees, due at each stage of the assessment will be rendered to the Organization prior to the assessment visit.

5.5. Payment:

Payment in settlement of Assurion 's invoices will become due within 14 days of the date of an Invoice. Thereafter, interest will become chargeable on the outstanding amount @ 18% per annum.

5.5.1. Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled.

6. Termination:

Either party may terminate the Agreement

6.1. By Notice:

Two months' notice in writing shall be given by either party to the other giving due reasons for termination of the agreement.

6.2. By Default:

6.2.1. Immediately upon either party being notified by the other of any material breach of this Agreement.

6.2.2. If either party goes into liquidation or a Receiver or Administrator is appointed for all or part of the undertaking, thereof.

6.2.3. If either party ceases to trade whether in whole or in part.

6.3. In the event of this Agreement being terminated whether by notice, default or otherwise, the Assurion Certificate of Registration issued, pursuant hereto, shall forthwith, become invalid and the Organization shall cease to use the same and return to Assurion all documentation and other matters issued, pursuant thereto, or bearing an indication of such Certification of Registration. Upon cancellation of the certificate of registration, the organization's name will be deleted from the Assurion List of Certified Companies. The clients will not use any advertising matter that contains reference to the certification status

7. Fundamental Terms:

7.1. The Organization hereby warrants and covenants with Assurion that it will, at all times, during the subsistence of the Agreement comply with all certification body requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of Assurion as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with Assurion 's Accredited Quality System Certification Scheme Regulations.

7.1.1. As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by Assurion, the Organization, hereby, agrees to its certification or surveillance audit scheduled by Assurion, to be witnessed by Assurion 's Accreditation bodies whose Auditors may accompany Assurion audit team as and when required.

7.2. The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to Assurion for the purposes of this Agreement.

7.3. The organization shall ensure that the information provided to Assurion by the organization, relevant to its **ISMS & AIMS** System is kept updated and it shall promptly notify Assurion of any intended change in its Management system which would significantly affect the effective implementation of its **ISMS & AIMS**. Such as contact address and multiple sites/single location, legal status, scope representation, organizational structural changes.

7.4. In the event of any significant change affecting the activity and operation of the organization, Assurion may require to conduct a reassessment for further validity of the certification.

7.5. Clients shall not use or present the use of certification document in a misleading manner

7.6. Upon suspense and withdrawal of certification, the client shall discontinue its use of all advertising matter that contains reference to certification and directed by certification body.

7.7. Clients shall amend all advertising matter when the particular scope sector of certification has been reduced.

7.8. Client shall not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process.

7.9. Client shall not advertise that the certification applies to activities that are outside the sector of certification.

7.10. Client shall not use the certification in a manner that it brings the certification and certification system in to lose of public trust

7.11. Assurion exercise proper conflict of communication and shall take action to deal with incorrect to certification status or misleading use of certificate document makes and audit report

8. Liability:

8.1. Except, in the case of deliberate neglect on the part of **Assurion Services LLC**., its employees, servants or agents, Assurion shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services.

8.2. In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise **Assurion Services LLC.** liability will be limited to an amount not exceeding the maximum fee (if any) charged by **Assurion Services LLC.** for the particular service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added.

8.3. The provision of this clause shall not apply to any death or personal injury but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter done pursuant to this Agreement.

9. Indemnity:

9.1. The Organization shall fully and effectually indemnify Assurion against all costs, claims, actions and demands arising from:

- **a)** The services provided by Assurion save to the extent only that such claims arise from the neglect of Assurion, its employees or agents.
- **b)** The use or misuse by the Organization of any certificate, license mark of conformity provided by Assurion in accordance with this Agreement
- **c)** Any breach of this Agreement.
- **d)** Any claims for loss / disputes with the previous certification body, in case of transfer of certification from other certification body.

10. Force Majeure:

Assurion shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

11. Confidentiality:

Except as may be required by Law, Assurion Services LLC. and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.

12. Disputes:

Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by Assurion for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the Assurion 's **ISMS & AIMS** Systems Certification Scheme Regulations.

13. Recommendations for Certification:

a) In the event of major non conformities being identified (Category 'A') in respect of the implementation of any element of the **ISMS & AIMS** system or several minor non-conformities being recorded against any one element which renders the system deficient but operable, a recommendation for certification is made subject to a CAP being submitted within 2 weeks and corrective actions being verified onsite and closed out through a special visit within 8 weeks of the assessment date, before certification is granted or as decided by CEO.
b) Where the audit has revealed only minor non conformities (Category 'B') which need to be addressed through corrective actions, the certification may be recommended subject to the CAP (Corrective Action Plan) being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent audit.
c) In the case of where "opportunities for improvement: (Category 'C') having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.

14. Legal Action

Party No. 1 & 2 agreed that if any dispute arises between them, they will settle the matter amicably or get the shelter of the court of law for which they have no objection and the place of suing the case in court will be at Kerala only and no other place will be considered for the same.

Signature: (On behalf of Assurion Services LLC)	Signature: (on behalf of the Organization)
Chief Executive Officer: _____	Name and Designation: _____

Agreement Date: _____	Company Seal