

Proposal

Brazilian Naval Commission in Washington

Prepared by: Michael Rey

Proposal number: Q571016

Date: July 21, 2021



Brazilian Naval Commission in Washington
José Augusto Correia Neto
20016 MacArthur Blvd
Washington DC
20016

July 21, 2021

Dear Captain,

Reference number: Q571016 - Brazilian Naval Commission in Washington - System Certification ISO 9001:2015 - New Registration

I'd like to thank you for the opportunity to demonstrate how BSI can help your organization and am delighted to provide you with a detailed breakdown of the proposal we discussed.

I hope you agree this proposal is in line with your needs and the details used are accurate. If you feel that anything needs adjusting or doesn't reflect your precise requirements, then please let me know.

I'll call you over the next few days to check that you have all the information you need. Alternatively if you have any questions or would like to make any amendments then please call me on 571.599.2607 or email me at michael.rey@bsigroup.com.

As a client, you will have access to our BSI Connect Portal where you can download your certificate and corresponding logos, find the most recent scheme rules and requirements, view other standard-specific information, access important contract change forms as well as our most recent terms of service. When you receive notification that your certificate has been issued, please be sure to log on to this important portal to keep abreast of the latest scheme information and terms of service.

To guarantee a complete audit trail we ask customers to sign our proposals electronically. To do this simply follow the on-screen prompts to add important information and enter your details in the signature section on the Declaration page.

Then just use the 'Click to sign' button to accept and return the proposal to me. Once we receive your email, we will be in touch to confirm all the necessary arrangements.

Thank you for taking the time to consider our proposal and I look forward to hearing from you soon.

Yours sincerely,

Michael Rey
Inside Sales Representative

T: 571.599.2607
E: michael.rey@bsigroup.com
www.bsiamerica.com



Statement Of Work

Client details

Client name: Brazilian Naval Commission in Washington
Address: 20016 MacArthur Blvd,
 Washington
 DC
 20016
 US

Contact name: José Augusto Correia Neto
Phone number: 202-244-3950
Email address: ricardo.maia@marinha.mil.br

Certification Invoice Details

| Assessment | | | |
|--------------------------|--|-----------------------------|--------------|
| Company Name: | Brazilian Naval Commission in Washington | Telephone: | 202-244-3950 |
| Billing Contact: | | Email: | |
| *Invoice Address: | | PO #: | |
| Billing Notes : | | Amount/ Expiry Date: | |

***Note:** BSI issues invoices for its services through its local offices in the country in which it renders the services. For any multisite locations, you agree to remit payment for invoices generated by our local offices, which may also include local taxes where such taxes (such as VAT) are applicable. In the invoices notes section above, please enter a physical mailing address or e-mail address to which our invoices should be delivered. If any other billing arrangements are requested (e.g., a standard single currency), this must be discussed and agreed with your Sales Representative prior to executing this agreement.



ISO 9001

| Scope | Provision of managerial activities to obtain material and services for military employment, as well as those relating to cargo traffic. | | |
|--|---|----------------|------|
| Site Name & address | Site Contact | Employee Count | Risk |
| Brazilian Naval Commission in Washington 20016 MacArthur Blvd Washington, DC 20016 | Ricardo Maia Leandro Cesar José Augusto Correia Neto | Up to 25 | |
| Site Activities | Provision of managerial activities to obtain material and services for military employment, as well as those relating to cargo traffic. | | |

Service Details – Initial Certification

| Brazilian Naval Commission in Washington | | | |
|---|-------------|-----|---------------------|
| Description | Unit Price | QTY | Cost |
| ISO 9001 - Initial - Gap Assessment Review Full Day (Exclusive) | \$ 1,650.00 | 1 | \$ 1,650.00 |
| ISO 9001 - Initial - Precertification review Full Day (Exclusive) | \$ 1,650.00 | 1 | \$ 1,650.00 |
| ISO 9001 - Initial - Stage 1 - Assessment visit Full Day (Exclusive) | \$ 1,650.00 | 1 | \$ 1,650.00 |
| ISO 9001 - Initial - Stage 2 - Assessment visit Full Day (Exclusive) | \$ 1,650.00 | 2 | \$ 3,300.00 |
| | | | \$ 8,250.00* |

***All audit services delivered in the year 2021 will not be invoiced with a due date of before January 01, 2022. All services delivered in year 2022 and thereafter will follow normal terms and conditions attached.**



Maintaining Certification – Estimated Surveillance Years 1 & 2

| Brazilian Naval Commission in Washington | | | |
|---|-------------|-----|--------------------|
| Description | Unit Price | QTY | Cost |
| ISO 9001 - Year 1 - Annual management fee | \$ 400.00 | 1 | \$ 400.00 |
| ISO 9001 - Year 1 - Assessment visit Full Day (Exclusive) | \$ 1,650.00 | 1 | \$ 1,650.00 |
| ISO 9001 - Year 2 - Annual management fee | \$ 400.00 | 1 | \$ 400.00 |
| ISO 9001 - Year 2 - Assessment visit Full Day (Exclusive) | \$ 1,650.00 | 1 | \$ 1,650.00 |
| | | | \$ 4,100.00 |

Cost Proposal

BSI has reviewed the information you kindly supplied and have prepared a cost proposal as presented below and detailed in the Statement of Work. Please review, and on acceptance, in order to proceed:

- Complete the Target Dates below
- Sign and date the Declaration below

We will contact you on receipt of the application to review your objectives and the assessment requirements. We shall make every effort to meet your requested target assessment dates.

| Certification Service | |
|--|---------------------|
| Estimated Initial Certification Costs | \$ 8,250.00 |
| Estimated Surveillance Year 1 Cost | \$ 2,050.00 |
| Estimated Surveillance Year 2 Cost | \$ 2,050.00 |
| | \$ 12,350.00 |



Declaration

We are BSI in the Americas with our primary place of business at 12950 Worldgate Drive, Suite 800 Herndon, VA 20170, United States. We will correspond with you from this address. By signing below you hereby accept the following:

- The services described in this proposal
- The quotation of fees provided in this proposal.

The BSI Terms of Service form a part of this proposal and together form the contract between BSI and you.

For BSI,

Carlos Pitanga
Managing Director Assurance, Americas

In signing this proposal we confirm that we have the authority to enter into this contract on behalf of Brazilian Naval Commission in Washington at which we are seeking training services.

Authorized Signature (please sign)

Print Name: José Augusto Correia Neto

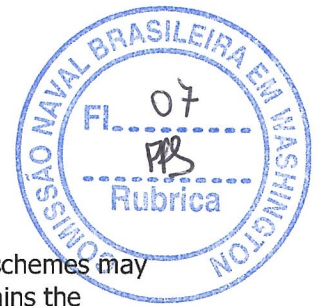
Position: President

Date: 09/01/2021

This quotation is valid for 60 days.*

This quotation is valid for 60 days.*

***The terms, including pricing set forth in this quotation for training shall expire sixty (60 days) following the date hereof unless accepted in its entirety prior to the expiration date. No modifications to this quotation for services shall be legally binding unless and until accepted in writing by the duly authorized representatives of both parties.**



Please note the following payment timelines (as applicable):

- Assessment fees – invoiced upon services rendered. (Note that some assessment schemes may require you to pay certain fees to or on behalf of the accreditation body that maintains the scheme. These fees are independent of assessment fees charged by BSI. In some instances, BSI may be responsible for collecting those fees on behalf of the accreditation body and in other instances; you will be invoiced directly by the certification body.
- Annual Management Fee – will be invoiced on a pro-rated basis after issuance of the certificate, and in January of every year thereafter.

Access to the BSI Connect Portal is included in your service, covered by the annual management fee. The portal provides a convenient way to manage your BSI audit and testing information and download your certificates. BSI also offers even more powerful software tools, such as BSI Connect Plus and BSI Connect Custom. Simply inquire with your sales representative if you would like a free demo.

- Audit fees do not include Corrective Action Request (CAR) close out charges. For schemes where These apply, they are a direct result of audit outcomes and will be charged separately. depending on the nature of the CARs, close out may be conducted onsite or remotely.
- The audit time (audit days) was determined and justified based on the information provided by you, including, but not limited to scope, effective number of personnel, sites, risks category, and complexity. A detailed explanation can be obtained contacting a BSI sales representative.
- For plus-expenses rate, all expenses incurred, which can include mileage, hotel, meals, airfare or other transportation, car rental, will be charged at cost.
- Time that the auditor is required to spend traveling will be a separate charge and will be charged at the contracted assessment rate.

Certification Target Dates

These dates can be changed according to BSI’s Terms of Service. Your formal schedule will be agreed upon with your client manager.

Please indicate your preferred dates, below, for each visit

| Gap Assessment | Pre-Assessment |
|----------------|----------------|
| | |

BSI planning delivery lead time is normally 90 days. Where target dates are under 90-day window BSI will do its best to accommodate the request. Dates are not considered firm until confirmed by our planning team. If no dates are specified, BSI will set up 120 days from date of signed agreement.



Declaration

We are BSI in the Americas with our primary place of business at 12950 Worldgate Drive, Suite 800, Herndon, VA 20170, United States. We will correspond with you from this address.

By signing below, you hereby accept the following:

- The services described in this proposal
- The quotation of fees provided in this proposal.
- I/We confirm that the organization undertakes to comply with the conditions related to the requested services and to pay all fees and charges connected with the registration process, irrespective of the eventual granting of registration. Conditions can be found on the website at: <https://www.bsigroup.com/en-AU/About-BSI/BSI-Certification-guidebooks>
- I/We agree to advise BSI of any significant changes to our organization that may impact on certification this includes but is not limited to; ownership changes, structural changes, legal proceedings relating to product safety and/or quality and product recalls

The BSI Terms of Service form a part of this proposal and together form the contract between BSI and you.

For BSI,

Carlos Pitanga
Managing Director Assurance, Americas

In signing this proposal we confirm that we have the authority to enter into this contract on behalf of Brazilian Naval Commission in Washington at which we are seeking assessment services.

Authorized Signature (please sign)

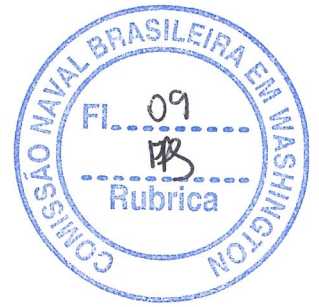
Print Name:

Position:

Date:

This quotation is valid for 60 days.*

***The terms, including pricing set forth in this quotation for achieving registration shall expire sixty (60 days) following the date hereof unless accepted in its entirety prior to the expiration date. No modifications to this quotation for services shall be legally binding unless and until accepted in writing by the duly authorized representatives of both parties.**



BSI Terms of Service (Management Systems Services)

(01 2018) (USA and Canada)

Part 1 The Contract

The Contract under which BSI is to provide services to you consists of the Proposal and these Terms of Service. For convenience, this Contract also includes provisions covering Training. If you are not purchasing Training Services then the training provisions of this Contract shall be deemed not to apply to you.

Definitions

In these Terms of Service, these words have specific meaning:

- a) *BSI Affiliate* - a member of BSI's group is any company that is ultimately owned by The British Standards Institution, including The British Standards Institution itself.
- b) *BSI/we/our* - the BSI company with whom you have signed the Proposal.
- c) *BSI Logos* - means any trade mark, certification mark, design or device owned or controlled by BSI which you may be permitted to use under a limited license provided by BSI.
- d) the *Certificate* - means the certificate of conformity granted to you by BSI;
- e) the *Contract* - means the Proposal and these Terms of Service.
- f) the *Proposal* - means the written communication(s) describing the Services and containing these Terms of Service, provided to you from time to time by BSI, which you have signed.
- g) the *Services* - means the services described in the Proposal to be provided by BSI or the BSI Affiliate to you pursuant to the Contract.
- h) *you / your* - means the party who has signed the Proposal and who is buying the Services from BSI or that party's successor(s) and/or permissible assign(s).

Part 2 Our Performance of the Services

BSI shall perform the Services in accordance with:

- a) all applicable legislation from time to time in force
 - b) all regulations that may be passed pursuant applicable legislation by a government, regulatory body or other body that performs the function of overseeing the results of the Services or of the products to which they relate
 - c) ISO 17021, or any replacement standard used as the basis for the granting of accreditation by an accreditation body to a certification body.
- The provisions of this Part 2 shall survive any performance, acceptance or payment pursuant to this Contract.

Part 3 Code of Business Ethics, Anti-Bribery and Corruption Policy and Exports Controls

BSI conducts its business strictly in accordance with its policies:

1. Business Ethics may be found here:

<http://www.bsigroup.com/upload/governance/business-ethics/bsi-code-of-business-ethics.pdf>

2. Anti-Bribery and Corruption may be found here:

<http://www.bsigroup.com/Documents/about-bsi/ethics-and-social-responsibility/bsi-anti-bribery-policy.pdf>

BSI employees, agents and other representatives are prohibited from giving or receiving money or gifts which could be construed as bribes or entering into arrangements that are construed as corrupt practices.

BSI has and will maintain in place throughout the term of the Contract policies and procedures to ensure compliance with its codes, and will enforce them where appropriate.

3. Exports of data and information exchanged under this Contract may be subject to the export laws of the United States including, but not limited to, the U.S. International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Neither you nor we shall export, disclose or transfer any such data directly or indirectly without compliance with these and any other applicable laws and regulations.

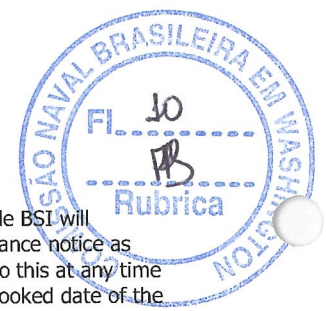
Part 4 Your Duty to Provide Information

You acknowledge that your information is material to BSI providing the Services. Accordingly, you will provide to BSI and any assessor appointed by BSI to conduct assessment services as part of the Services:

- a) full, complete and accurate information relevant to the Services, including, if relevant, test calibrations;
- b) regular updates comprising full, complete and accurate details of any changes to the information since you first provided it to BSI (be advised that such changes, including changes to employee headcount may necessitate increases in audit duration(s) with appurtenant cost differentials); and
- c) any additional information that BSI may request from you as being relevant to the Services.

This duty to provide and update information is a continuing one and lasts for the duration of the Contract. In particular, if BSI receives a complaint from a third party that, in the sole opinion of BSI, requires investigation, you will provide such information as BSI may reasonably request (including access to any relevant site) in order for BSI to so investigate it.

You undertake warrant and represent that all information provided to BSI for the purpose of the Contract shall be true, accurate and complete, and not misleading. In providing the Services, BSI is entitled to assume that all information that you provide is true, accurate and complete in all respects and that you have complied fully with your duty to provide all relevant information. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by you and accordingly BSI accepts no liability for any losses, costs or damages suffered or incurred by you arising out of or in relation to the Services provided to you on the basis of information provided by you which is not true, accurate and



complete in all respects or which is misleading.

Part 5 Provisions relating to Assessments and Site Visits

This Part is relevant for all Services that may include assessments and site visits.

1 Qualification and Selection of Assessors

BSI warrants that all assessments will be performed by appropriately qualified and trained assessors exercising the skill, care and diligence as may be reasonably expected of a reputable provider of similar services. In its sole and absolute discretion, BSI will select the appropriate assessors to perform the assessments. BSI may change the assessor at any time. In the event of a change in assessor by BSI, no additional fees will be charged to you.

Except where prohibited by scheme rules or regulatory directives, you may request BSI to change the assessor with at least thirty (30) days' written notice prior to the commencement of an assessment, provided that you agree to pay any additional fees or expenses incurred by BSI in providing an alternative assessor. If no appropriate assessor is available, BSI may in its sole and absolute discretion refuse your request.

2 Arrangement of Assessment Visits to your Sites

BSI will arrange visits to your site or sites as expressly described in the Proposal, or, if later, as may be expressly agreed with you in writing.

It may be necessary for BSI to visit third party sites not under your direct control, for example critical sub-contractors or crucial suppliers (these are sub-contractors and suppliers who provide products or perform services that are material to the subject matter of the Services). In such cases, BSI shall inform you of the need to visit such other sites and you shall procure the right of BSI to enter such sites for the purposes of audit pursuant to the Services. If BSI is not able to enter such additional sites for any reason, such inability may cause a delay to the delivery of the Services, or a termination of the Contract (at the sole determination of BSI). All fees payable for the delayed Services or up to date of termination shall be payable irrespective of BSI's audit of such third party sites.

If the timetable for visits is determined by the relevant standard or scheme, you and BSI each agree to comply with that timetable. If the frequency of visits is not fixed by the relevant standard or scheme, BSI will arrange them at its reasonable discretion.

In each case, you will provide BSI and its assessor all reasonable access to all and any areas of the site, data and records, and any materials and equipment as the assessor deems reasonably necessary in order to allow the assessor to undertake the assessment.

(Change of date of site visit) Either party may change the date of a visit. In order to do this:

a) if you change the date of the visit: you must do so by giving not fewer than thirty (30) days advance written notice to BSI. If you fail to give the required written notice, you will be liable to pay the full fee for the originally booked visit. You may not delay the date of a visit if to do so would have the effect of invalidating your certification;

b) if BSI changes the date of the visit: While BSI will endeavor to provide you with as much advance notice as possible under the circumstances, it may do this at any time up to twenty-four (24) hours prior to the booked date of the visit, and BSI will contact you to arrange for an alternate date.

In certain circumstances (such as non-compliance with the relevant standard, consummation of a transaction or business reorganization that could materially affect operation of your management system, or investigation pursuant to a third party complaint) it may be necessary for BSI to make additional visits. You will be liable for the fee for any additional visits at the assessment rate set out in the Proposal.

3 Observed Visits

BSI's assessor may be accompanied by a third party observer from time to time, who is to witness an assessment which may be required by scheme rules or for BSI internal training purposes. BSI will inform you, as well as provide you with the identity of the observer, within a reasonable time prior to the visit. A third party observer will be subject to confidentiality obligations at least to the same level as those to which BSI is bound in accordance with this Contract. The fee for the visit will not be increased due to the visit being observed.

4 Assessors' Health and Safety

(Hazards) When an assessor attends your premises, you are responsible for ensuring that adequate information is given on the hazards and risks to which the assessor may be exposed. You will provide the assessor with an appropriate level of supervision as well as all necessary personal protective equipment. You will immediately notify BSI of any event, accident or incident on your premises which could pose a risk to an assessor.

(BSI's right to abort a visit) If, while on your premises, the assessor has reason to believe that you are not complying with the relevant health and safety rules, or that the assessor's safety is at risk in any way, then the assessor may abort the visit. BSI will report to you the reasons for the termination of the visit. In such an event, BSI will not be in breach of the Contract and you will be required to pay in full for the Services. BSI will not attend the affected premises again until it is satisfied that the issues so reported have been resolved.

5 Assessors' Entry Requirements

You must, at the time of arranging a visit, notify BSI of the health and safety rules and any other reasonable security requirements applicable to visitors to the premises. BSI will observe, or will use reasonable endeavors to procure the observance of, as far as it is reasonably able, all such health and safety rules and any other reasonable security requirements that you notify to BSI, and notify to the assessor on arrival at the site. If, by observing these rules and other requirements, BSI is prevented from providing the Services, BSI will not be in breach of the Contract and you will be required to pay in full for the Services. If the Proposal requires a visit to a third party's premises, you undertake, warrant and represent that you have a relationship with the third party that permits BSI to attend the premises of the third party for the purposes of the Contract.



6 Term of Proposal

If an initial assessment is not conducted within one year of the date of the Proposal due to any reason other than the fault of BSI, this Contract shall terminate insofar as it relates to Assessment and Site visits, and you will need to reapply for such services, which may be at other rates to the ones quoted to you in the Proposal.

Part 6 Certificates and Reports

This Part is relevant for all Certificates and reports that BSI may issue or produce pursuant to the Services.

1 Certificates

(No automatic right to a Certificate) The Contract does not give you an automatic right to a Certificate. You will be awarded a Certificate if the certification or testing process is successful, in BSI's absolute and sole judgment acting independently to your interests.

(BSI's right to refuse a Certificate, or to suspend or revoke it) At its sole and absolute discretion, BSI may refuse to issue a Certificate, or revoke or suspend an issued Certificate, if in its reasonable opinion:

- a) you do not meet, or fail to continue to meet, the relevant standard or regulation; or
- b) you amend any specification of the product of which the test item was representative and to which a Certificate relates; or
- c) you fail to disclose any information to BSI that may affect BSI's decision to issue or continue the Certificate; or
- d) you fail to comply with the continuing obligation to supply information; or
- e) you fail to pay any fees due to BSI under the Contract; or
- f) in the opinion of BSI, you use the Certificate in a manner that may be misleading or that may bring BSI into disrepute.

If BSI revokes an issued Certificate, you will immediately refrain from representing that the revoked Certificate is valid.

(Ownership) BSI will at all times remain the owner of a Certificate. BSI grants you a limited non-exclusive license to display the Certificate (and any accompanying BSI logo or certification mark) at your premises or on your products (but only in so far as the scope of the Certificate is relevant) for so long as the Certificate remains valid. You may not sublicense or transfer the right to display the Certificate (or the accompanying BSI logo or certification mark) to any other party. You may not amend the content or change the appearance of the Certificate or the BSI logo or certification mark.

(Change of details on a Certificate) If you wish to change any details on a Certificate, you will notify BSI of the required changes. If, in the reasonable opinion of BSI, such changes will not affect the validity of the Certificate, BSI may issue a revised Certificate on the same terms and for the same period of validity as the replaced Certificate. BSI will charge you and you shall pay an administration fee to be determined by BSI from time to time.

(Publication of your certification status) BSI may put into the public domain (either on a web site or by any other manner that BSI may, at its sole and absolute discretion, determine)

your name, the scope of your certification, as well as details of the issuance, suspension, revocation or termination of a Certificate.

2 Certification Reports

(Ownership) BSI will at all times remain the owner of a certification report. BSI grants you a non-exclusive limited license to use the certification report in support of the Certificate for so long as the accompanying Certificate remains valid. On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant Certificate, the certification report will be cancelled.

(Your disclosure of the certification report) If you disclose a certification report to any third party, it must not be amended, abridged, or presented in any form other than that prepared by BSI at the time of its creation. If you do disclose the certification report, you agree to indemnify and hold harmless BSI and BSI Affiliates against all cost or losses suffered or incurred by BSI or BSI Affiliates due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs including all reasonable legal fees), expenses, fines or penalties or actions against BSI or BSI Affiliates arising out of or relating to a third party's reliance on the certification report, whether disclosed to that third party with the prior written consent of BSI or not.

Part 7 Training Services

This Part is relevant if you are purchasing training services as part of the Services.

BSI reserves the right to change the course content of a training course at any time and without notice.

1 Intellectual Property Rights in the Training Materials

Unless otherwise agreed with you in writing, BSI is the owner of the intellectual property rights in all training materials. The training materials are licensed (not sold) to you for your exclusive, non-transferable use only in accordance with the Contract.

You must comply with the terms of license for the relevant course material. Without the prior written consent of BSI, you may not copy them, give any right over them to a third party, change the content or design of them in any way, or add them to another document.

(Copyright notice) If BSI consents to your copying the training materials, you will include a copyright notice identifying BSI as the copyright holder on all copies (or extracts of copies) that you may make.

2 Transfer or Cancellation of Training Courses

(Transfer or cancellation of training courses) You may transfer to another training course up to twenty-five (25) days before the original course date. If you do, BSI will not make a refund for a cancellation of the original course and reserves the right to charge you for any increased costs. In order for BSI to manage its course diaries, you may transfer each of your courses once only.

All cancellation must be in writing. If you (or your candidate) do not attend a training course, or you wish to cancel within twenty-five (25) days prior to the start of such course, then the full payment for the course is payable. BSI reserves the

right to charge any costs up to the date of cancellation. BSI will not refund course fees if you cancel distance learning, blended learning or e-learning courses, no matter when cancellation is made.

(Cancellation of a training course by BSI) BSI may cancel a training course at any time. If BSI does, it will offer alternative dates, a full refund or a credit note.

Part 8 General Provisions for All Services

1 Use of Marks

When BSI issues a Certificate to you in connection with performance of the Services, BSI licenses you to use the BSI Logos on a non-exclusive, royalty-free basis. The license is personal to you. You may not sub-license the use of the BSI Logos to any third party. You may not tamper with or change the appearance of the BSI Logos. You may only display the BSI Logos in accordance with the instructions of BSI.

If the Contract is terminated, a Certificate expires or is withdrawn or cancelled by BSI, your license to use the BSI Logos shall immediately terminate. Further, BSI may cancel a license granted to you to use the BSI Logos at any time for any or no reason with immediate effect. Upon cancellation of the license you will immediately cease to use the BSI Logos and discontinue any reference to the BSI Logos in any materials.

2 Fees and Payment

(Payment terms) You will pay every invoice submitted to you by BSI or the BSI Affiliate(s) rendering the Services within 30 the number of days of each invoice dated on the Proposal (or, in the case of training services, the later of 25 working days before the start of the relevant training course or within 7 days of receipt of the invoice) in full and in cleared funds to a bank account nominated by BSI.

(Fees and Expenses) The fees for the Services will be set out in the Proposal. In addition, BSI will be entitled to charge you for any out-of-pocket expenses reasonably incurred in providing the Services (such as travel, accommodation, subsistence, supplemental administrative services and other costs and other expenses) unless BSI quotes your fees inclusive of such out-of-pocket expenses.

(Increase in fees) BSI's fees are subject to change at any time. BSI will give you prior written notice of any such change(s). If we notify you of an increase our fees and you decline to consent to the increase, you are entitled to terminate the Contract in accordance with Part 9 of Section 9 of this Contract. If you terminate this Contract, you will be liable for all fees and expenses you incur up to the effective date of termination which shall be the date on which BSI receives your notice to terminate. If you do not notify BSI of your intention to terminate the Contract you will be deemed to have accepted the fee increase, which shall take effect on the date set forth in BSI's notice to you.

(VAT or general sales tax) All amounts set out in the Proposal or payable by you under the Contract are exclusive of sales or value added tax or other tax that may be applicable at the time of invoice. If applicable, you will, on receipt of a valid tax invoice from BSI, pay to BSI such additional amounts in respect of tax as may be chargeable at the same time as

payment is due for the supply of the Services.

(Interest on overdue amounts) If you fail to make a payment due to BSI under the Contract by its due date as set out in the Proposal, BSI may charge interest on the overdue amount at the rate of 2.5 per cent a year above the then current base rate of BSI's bankers, accruing on a daily basis from the due date until the date of actual payment, which will be compounded quarterly.

(If a third party is to pay) If you arrange for a third party to pay any of BSI's fees or charges, you remain liable to the extent that the third party does not pay in full by the due date.

3 Remedies, Waiver and Rights of Third Parties

A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law governing the Contract.

A person who is not a party to this agreement shall not have any rights under or in connection with it.

4 Appeals

If you wish to appeal a decision made by BSI, you must serve written notice of your intention to appeal within twenty-one (21) days of receipt of the BSI decision. Your notice must be addressed to the Compliance and Risk Director at BSI.

Once your notice of appeal has been received, the Compliance and Risk Director at BSI will notify you of the procedure under which your appeal will be heard. All appeals are heard by an independent appeals panel, established under the accreditation rules governing BSI. The decision of BSI will remain in force pending the decision of the appeals panel. A decision made pursuant to the appeals procedure shall be final and you and BSI each agree to adhere to that decision.

5 Limitation of Liability

Notwithstanding any other provision of this Contract, neither party's liability under or in connection with this Contract shall be excluded or limited to the extent that such exclusion or limitation is not otherwise permitted by law.

Subject to this, BSI will not be liable to you for any loss of profit, loss of goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and the total liability of BSI to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed an amount equal to the annual fees payable by you under the Contract in relation to the Services giving rise to the liability. This limitation of BSI's liability will survive termination of the Contract.

