

5. CONFIDENTIALITY

The Company, its officers, employees and agents agreed to maintain as confidential and not to use or disclose to any third party, any information derived from the Client in connection with the Services without the consent of the Client, except to the extent that it is reasonably necessary to enable the Company to carry out the Services in accordance with the terms of the Agreement.

Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement provided, however, that the following shall not be subject to such restrictions.

- i) any information which was in the possession of the Company prior to disclosure to the Company by the Client, or
- ii) any information which is or shall lawfully become party of the public domain, or
- iii) any information which shall otherwise lawfully become available to the Company from a source independent of the Client, or
- iv) any information which otherwise may be required to be made available in respect of achieving Certification such as information to accreditation body, agreement group of a peer assessment scheme, etc.
- v) information which shall be available in the public domain includes all information that can be made publicly accessible such as name, scope of certificate, validity, status, etc.

6. TERMINATION

This Agreement shall continue in force unless and until terminated:

6.1 By either party upon 30 days written notice to the other.

6.2 At the date of termination of this Agreement the Company's Certificate of Approval shall immediately cease to be valid. The certificate shall be returned to the Company and all Client documentation using the Company Logo shall be withdrawn.

7. ASSIGNMENT

Except as otherwise agreed by the parties in writing this Agreement shall not be assigned.

8. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed or set out in this Agreement shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond control of such party.

9. LAW

This Agreement shall in all respects be constructed and operate as an Agreement made in Canada and in conformity with respective Canadian Law as applicable and the construction of validity shall be governed by the applicable Canada Laws.

10. INDEMNITY

The Client undertakes to indemnify the Company against any losses suffered or by claims made against the Company as a result of misuse by the Client of any approval or licence granted by the Company under this agreement.

11. MANAGEMENT SYSTEM PERFORMANCE COMPLAINTS RECEIVED BY THE CLIENT

You shall properly document all complaints and remedial actions. You shall respond to complaints adequately. Your complaints records will be kept for an adequate period appropriate to your Management System.

12. LIABILITY

In providing services, information or advice neither the Company nor any of its officers, employees, agents warrant the accuracy of information, review, assessment, certification of advice supplied. Except as set out herein the Company nor any of its officers, employees or agents (on behalf of each of whom the Company has agreed this clause) shall be liable for any damage, loss of expenses whatever sustained by any person due to an act or error of whatsoever nature and howsoever caused of the Company by its officers, employees or agents or due to any inaccuracies of whatsoever nature and howsoever caused in any information, review, assessment, certification of advice given in any way whatsoever by or on behalf of the Company, even if held to an amount to breach of warranty. Nevertheless, if any person who is party to the agreement pursuant to which the Company provides any service uses the Company's services or relies on the information, review, assessment, certification, or advice given by or on behalf of the Company and suffers loss damage or expense thereby which has been due to negligent act omission or by error of the Company its officers, employees or agents or any negligent inaccuracy in information, review assessment, certification or advice given by the Company then the Company will pay compensation to such person for his/her proved loss up to but not exceeding the amount of the fee (if any) charged by the Company for that particular service, information or advice. The Company its officers, employees or agents (on behalf of each of whom this notice is given) shall be under no liability or responsibility in negligence or otherwise howsoever to any person who is not party to this agreement in respect of information or advice expressly or implied given by the Company or in respect of any act, omission of inaccuracy by the Company.

13. PUBLICITY AND PROMOTION

In order to maintain the integrity of our service, you will comply with the requirements of SAV Advisory Inc. when making reference to your certification status in communication media such as the internet, brochures or advertising or other documents. And: - **Make** or permit any misleading statements regarding certification, **Do** not use or permit the use of

certification documents or any part in a misleading manner. **Upon** suspension or withdrawal of certification discontinue use of all advertising matter that contains a reference to certification as directed by SAV Advisory Inc. **Amend** all advertising matter when the scope is reduced. Do not allow reference to your certification to be used to imply that SAV Advisory Inc. certify a product, service or process. **Do** not imply that certification applies to activities out of scope, **Not** use certification in a way to bring SAV Advisory Inc. and/ or the certification system into disrepute and loose public trust.

14. OWNERSHIP OF THE CERTIFICATE OF APPROVAL

The certificate and the right to use the symbol shall remain the property of the Company and cannot be sold, lent or used as an asset of the Client. Where the Clients business becomes bankrupt, goes into liquidation of receivership or there is a change of management, the Company may have to cancel your certification immediately, but the Company will consider individual circumstances. The client shall notify the Company of any changes to the business as above.

15. SAFETY

The Client is responsible for ensuring that people visiting the Clients site have adequate protective equipment for the environment they are likely to enter. Where specialist training is required, this is to be disclosed to the Company from the outset. Please raise the matter with your Company contact.

16. INSURANCE

Each of us shall maintain third party liability insurance of a type and to a level appropriate to its business.

17. DISPUTES

Any disputes arising between the auditor, auditee and interested parties may be resolved by mutual agreement If disputes cannot be settled by mutual agreement the client may raise a complaint to the certification body.

18. COMPLAINTS

On receipt of a complaint the certification body who will process the complaint in accordance with its Complaints & Appeal procedure 12. Complaint procedure shall be provided upon request.

19. APPEAL

Should the client not accept the certification body decision regarding their complaint they may appeal to the certification body governing board for a final decision. Complaints & Appeal procedure 12 shall be provided upon request.

For SAV Advisory Inc.	For the Client
Authorized Signatory	Authorized Signatory & Stamp
Name:	Name:
Date:	Date: