

CONFORMITY ASSESSOR AGREEMENT

진흥원은 지난 8월 7일 진흥원 원장실에서 미국의 UL(Underwriter Laboratories)과 상호업무협약조인식을 가졌다. UL은 1894년 설립된 국제적인 공신력을 자랑하는 전기제품시험·인증기관으로 이날 조인식에는 김명한 원장과 UL 한국 지사장 James M. Kurtz이 참석하여 전기용품안전인증시 실시하는 최초공장검사를 상호교차 실시하고, 시험성적서 상호인증, 연간 정기사후관리의 상호실시, 기술 및 시험요원 상호교류 및 연수, 관련기술 자료 공유 등 연관업무를 상호공조해 나가기로 했다. 여기 협약서의 전문을 게재하오니 관련업체의 많은 참고있기를 바랍니다.

- 편집자주 -

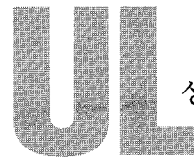
THIS AGREEMENT is made at Northbrook, Illinois, as of this 21st day of JUNE, 2001, by and between Underwriters Laboratories Inc. ("Assessor") a not-for-profit Delaware, U.S.A. corporation, with an office at 333 Pfingsten Road, Northbrook, Illinois 60062, U.S.A., and Electric Safety Association of Korea("ESAK") located at 2F 300-4 Yeomgok-Dong Seocho-Gu Seoul 137-700 Korea. ESAK and Assessor are referred to individually as a "party" or together as "the parties."

1. Scope

- 1.1 Assessor shall perform evaluations of manufacturers' conformance with applicable conformity assessment standards and requirements("Assessments") as requested by ESAK in the United States and other places that the parties agree upon(the "territory") according to the terms of this Agreement.
- 1.2. This Agreement is not exclusive. Assessor is not obligated to perform Assessments exclusively for ESAK. ESAK is not obligated to have Assessor perform all Assessments for ESAK in the territory.

2. Obligations of ESAK

- 2.1 For each Assessment, ESAK shall provide information to Assessor including, at a minimum, the particular facility where the Assessment is to be made, the specific Assessment to be performed, and the requested completion date or Assessment schedule.
- 2.2 ESAK shall furnish Assessor with all documents necessary to perform the requested Assessment including, without limitation, current instructions, guidelines, standards, requirements and regulations applicable to the Assessment.
- 2.3 ESAK shall immediately notify Assessor in writing of any amendments to the applicable standard or requirements, any changes in the location of the facility to be assessed, and any alteration of the nature or scope of the Assessment initially requested.
- 2.4 ESAK may assist in training Assessor. The parties shall agree in writing in advance upon the time,



location and fees for the training.

3. Obligations of Assessor

- 3.1 Assessor shall perform each Assessment in a competent manner and in compliance with the applicable standard or such other instructions as may be given in writing. Assessor, warrants that, in carrying out Assessments under this Agreement, industry standards and practices shall be employed.
- 3.2 Assessor shall comply with all applicable laws, ordinances, codes and regulations.
- 3.3 At ESAK's written request, Assessor shall prepare and maintain records of all Assessments it conducts. After each Assessment, Assessor shall send such records to the individual or department and address at ESAK, as designated in writing by ESAK from time to time.
- 3.4 Assessor shall submit assessment reports, noncompliance reports and other Assessment documents to the individual and address designated in writing by ESAK from time to time. Assessor shall maintain all records and documents pertaining to Assessments performed for ESAK as reasonably directed by ESAK in writing.
- 3.5 ESAK shall have all rights and ownership in all records and documents pertaining to Assessments performed by Assessor for ESAK.
- 3.6 Assessor shall permit announced ESAK representatives to attend Assessments it performs under this Agreement.
- 3.7 Assessor agrees that only personnel who have the applicable qualifications shall perform the Assessments. Upon written request, Assessor shall provide ESAK with curriculum vitae of its personnel who will conduct Assessments. ESAK agrees that Assessor, in its sole discretion, may use subcontract personnel to perform assessments under this Agreement.
- 3.8 The Assessments shall not result in a Listing, Classification or Recognition of a manufacturer's product.

4. **Marks** - No licenses, express or implied, for any trademarks, service marks, certification marks or copyrights are granted to either party or any third party. Each party will be solely responsible for authorization, use and control of its marks.

5. **Advertising and Promotion** - ESAK may not refer to or use UL's name or any UL Mark in advertising, promotions or otherwise orally or in written materials except with Assessor's prior written consent.

6. **Fees and Expense** - ESAK shall pay Assessor's fees for Assessments at the rates provided in

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Schedule A attached within thirty (30) days of receiving Assessor's invoice, ESAK shall pay expenses incurred by Assessor. Receipts for expenses shall be submitted with invoice. All amounts payable by ESAK to Assessor under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the execution or performance of this Agreement or otherwise. If ESAK is required to withhold any tax on such payments, then the amount of the payment will be automatically increased to totally offset such tax, so that the amount actually remitted to Assessor, net of all taxes, equals the amount invoiced or otherwise due. ESAK shall promptly furnish Assessor with the official receipt of payment of these taxes to the appropriate taxing authority. ESAK shall pay all other taxes, levies or similar governmental charges or provide Assessor with a certificate of exemption acceptable to the taxing authority.

7. Confidentiality

Assessor shall not voluntarily disclose information obtained by Assessor from ESAK or its client to any third party, without the prior written consent of ESAK or its client. These obligations do not include information that is already known to or subsequently developed by Assessor without breach of its confidentiality obligations, available to the public, or subsequently acquired from other sources not bound by confidentiality obligations.

8. Independent Entities - The parties are independent entities and are not affiliated with or influenced or controlled by producers, suppliers or vendors of products in any manner that might affect their capacities to render reports of findings objectively and without bias. Specifically, they represent and warrant that, during the term of this Agreement :

- (a) there shall be no managerial affiliation with producers, suppliers or vendors ;
- (b) the results of their work shall accrue no financial benefits via stock ownership or the like to any producers, suppliers or vendors of the products involved ;
- (c) there shall be a sufficient breadth of interest or activity that the loss or award of a specific contract to determine compliance of a producer's, supplier's or vendor's product with the applicable standard would not be a determinative factor in their financial well-being ; and
- (d) the employment security status of their personnel shall be free of influence or control of producers, suppliers or vendors,

9. Nature of Relationship

9.1 The parties intend to create an independent contractor relationship. This Agreement shall not create an agency or employment relationship, partnership, joint venture, or other business group or

concerted action between the parties. Neither party is authorized to incur any obligations on behalf of, or to bind the other in any respect.

9.2 Each party's personnel shall at all times be under that party's exclusive direction and control and shall not be employees of the other party. Each party shall pay all wages, salaries and other amounts due its employees in connection with Assessments performed under this Agreement and without limitation shall be responsible for all reports and obligations respecting their relationship.

10. Conflict of Interest - ESAK shall not use its position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties. ESAK shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any special favor to employees of Assessor. Assessor may require ESAK to execute a conflict of interest affidavit, in a form acceptable to Assessor.

11. Compliance with Laws

ESAK and Assessor are each dedicated to acting according to the highest legal, ethical and moral standards at all times. Each represents and warrants full and continuing compliance with all applicable tax, antibribery, and foreign corrupt practices laws, regulations and other legal requirements, including the U.S. Foreign Corrupt Practices Act. No offer, promise, or payment of any money, gift or any other thing of value shall be paid to any person for the purpose of influencing official actions or decisions affecting this Agreement. ESAK agrees to promptly notify Assessor of any change in any laws, regulations or other legal requirements that may affect its performance of this Agreement.

12. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ASSESSOR OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS BASED ON CLAIMS OF ESAK OR ANY THIRD PARTY, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OF IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH ASSESSOR AND ITS RELATED PERSONS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID

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BY ESAK TO ASSESSOR UNDER THIS AGREEMENT.

13. Exclusion of Warranties

OTHER THAN THOSE WARRANTIES SPECIFICALLY PROVIDED UNDER THIS AGREEMENT, ASSESSOR DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO ITS SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW AND CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ASSESSOR ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

14. Resolving Disputes - This parties agree to attempt to quickly and amicably resolve any disputes concerning the interpretation of this Agreement or the parties' responsibilities under this Agreement in good faith. However, if any such dispute cannot be amicably resolved, the parties agree that such dispute shall be decided by a court of competent jurisdiction sitting in the City of Chicago, Illinois, U.S.A. The parties consent to the personal jurisdiction of such courts.

15. Termination

15.1 Either party may terminate this Agreement upon ninety(90) days' written notice.

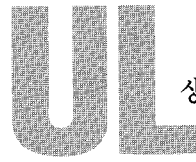
15.2 Assessor or ESAK shall have the right to terminate this Agreement immediately if any of the following events occur : (i) the other party fails to comply with any provision of this Agreement ; (ii) the other party suspends its payments, is bankrupt, is unable to pay debts when due, enters into liquidation or takes or suffers any similar action in consequence of its debts, whether voluntary or compulsory ; (iii) any misrepresentation by the other party in connection with this Agreement ; or (iv) any trade sanction or embargo is imposed by the U.S. government upon the country in which ESAK is located or incorporated.

In addition, Assessor shall have the right to terminate this Agreement immediately if there is a change in ownership of a controlling interest in ESAK, without Assessor's prior written consent :

15.3 Upon termination of this Agreement, Assessor will discontinue Assessments and shall promptly deliver to ESAK all records and documents in connection with Assessments performed for ESAK as directed in writing.

15.4 The provisions of Paragraphs 7 (Confidentiality), 12 (Limitation of Liability) and 13 (Exclusion of Warranties) 14 (Resolving Disputes), 17 (No Waiver), 19 (No Third-Party Beneficiaries), 21 (Notice) and 22 (Severability) shall survive the termination of this Agreement.

16. Entire Agreement - This Agreement constitutes the entire understanding of the parties and



supercedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding its subject matter. If any purchase order submitted in connection with this Agreement conflicts with this Agreement, this Agreement shall prevail.

17. **No waiver** - A party's failure to insist upon the other party's performance of this Agreement or any of its provisions shall not constitute a waiver of any rights under the Agreement.

18. **No Assignment** - Neither party may assign or transfer, in whole or in part, its rights under this Agreement without the other party's written consent. Notwithstanding the foregoing, Assessor may assign or transfer, in whole or in part, its obligations under this Assessment to Assessor's parent, subsidiary, branch, or affiliate solely at the discretion of Assessor and without notice.

19. **No Third-Party Beneficiaries** - No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement or otherwise give any third party any claim under this Agreement.

20. **English Language** - All communications, written or oral, between the parties shall be in English. This Agreement shall be executed in the English language and shall govern in the event that any translation of this Agreement is made.

21. **Notice** - All notices required to be given under this Agreement shall be in writing executed by an authorized person and shall be delivered by hand, by certified or registered mail (or an equivalent), return receipt requested, courier or facsimile (if confirmed by receipt). Notice shall be deemed to have been made, in the case of facsimile, upon confirmed receipt, and in the case of mail or courier, upon the earlier of (i) receipt or (ii) five (5)days after such notice is deposited in the mail to the address shown below.

Underwriters Laboratories Inc.
333 Pfingsten Road
Northbrook, Illinois 60062
U.S.A

Electric Safety Association of Korea
2f 300-4 Yeomgok-Dong
Seocho-Gu Seoul 137-700
Korea

22. **Severability** - A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more provisions of this Agreement shall not invalidate the remaining provisions of this Agreement, nor shall such declaration have any effect on the validity or interpretation of this Agreement outside of that jurisdiction.