

ETL Multiple Listee Agreement

The purpose of this form is to register all Multiple Listees that will appear in Intertek's Directory and to identify the source of listed products in the marketplace. The Applicant and the Multiple Listee shown in the listing report will appear separately in the directory under the same product classification for identical products, although, the product model numbers may differ between the Applicant and Multiple Listee.

REPORT NUMBER:

Please use one form per report number.

CONTROL NUMBER(S):

I. Registration

Applicant Information:

Multiple Listee Information:

Company Name:	Company Name:
Street Address:	Street Address:
City, State, Zip:	City, State, Zip:
Country:	Country:
Contact Person:	Contact Person:
Email:	Email:
Phone:	Phone:
Trade/Brand Name(s):	Trade/Brand Name(s):

II. Product/Marketing Information

Requirements applicable to the Applicant's Product/Marketing Information will also apply to the Multiple Listee's Product information. Please check one from the following:

- Product/Marketing Information **will not** be packaged with the product.
- Product/Marketing Information **will** be packaged with the ML product and is **identical** to the Applicant's with the exception of cosmetic changes.
- Product/Marketing Information **will** be packaged with the ML product and is **not identical** to the Applicant's. *(Materials will be required to be submitted for engineer approval.)*

III. Unique Control Number

- Is a Unique Control Number required? *(Please note, control numbers are internal and are not shared with the public and will require additional yearly fees).*

This form does not authorize the Multiple Listee to apply the Certification Mark to any product. Only the Applicant or the Applicant's manufacturer as noted on the Authorization to Mark is allowed to apply the Certification Label.

ETL Multiple Listee Terms and Definitions

These Service Terms and Conditions shall govern Multiple Listing, Recognition, Classification and Verification Services (“ML”) performed by Intertek and set out the responsibilities and obligation of the Client. These Service Terms and conditions are incorporated by reference into and are an integral part of the Certification Agreement (“Agreement”) the capitalized terms in these Service Terms and Conditions shall have the same meaning as the agreement.

REPORT NUMBER:

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Scope of Service

The Multiple Listing Program is used when products certified by Intertek to US or Canadian standards for one company are produced for marketing under the name of another company – the Multiple Listee.

Manufacturers and their private label distributors are then authorized to use the appropriate ETL mark for the United States and Canada. Intertek is willing to permit the use of the mark on certain basic products bearing the Multiple Listee’s name, Applicant’s Control Number, and Product Designations subject to all the terms and conditions of the Follow-Up services Client Agreement and the Service Terms and Conditions outlined in this document.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed and other lawful and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 Applicant.** The term Applicant shall mean the company who submitted the product to Intertek for evaluation and certification and owns rights to Listing Reports.
- 1.2 Manufacturer.** The term Manufacturer shall mean the company who carries out or controls certain stages in the manufacture, assessment, handling, and storage of a product that enables it to accept responsibility for continued compliance of the product with the relevant requirements and undertakes all obligations to apply the certification labels.
- 1.3 Company.** The term Company shall mean both Applicant and/or Manufacturer.
- 1.4 Authorization to Mark.** The term Authorization to Mark (ATM) shall mean a written document from Intertek that authorizes the Manufacturer to apply an Intertek certification mark to a specific product.
- 1.5 Certification Mark.** The term Certification Mark (Mark) shall refer to any common law or registration trademark owned by Intertek, or its affiliates, used in the certification of a product.
- 1.6 Labeling.** The term Labeling shall refer to the process of applying the Mark to the Product, whether the Mark is applied to the Product by a separable label, directly on the product, or by other media as authorized by Intertek.
- 1.7 Multiple Listee.** The Multiple Listee (ML) is a third-party company whose label is applied to a Product. This company is included in the Intertek’s Online Certification Directory with no visible link to the Applicant
- 1.8 Multiple Listee Request.** The Applicant and Multiple Listee establish a new multiple listing relationship, or; add, delete or revise products or listing information within an existing multiple listing relationship.
- 1.9 Multiple Listee Program.** For purposes of these multiple listing program terms, the Multiple Listee (ML) Program includes Intertek’s Multiple listing Program, multiple recognition service, multiple verification service or multiple classification service.
- 1.10 Listing.** The term Listing shall mean the process of preparing and including the Product in the published directory of Intertek certified products.
- 1.11 Listing Report.** The term Listing report shall mean the document prepared by Intertek, also known as Constructional Data Report (CDR), which identifies the Company, the Product, the requirements specific for the Product, including but not limited to, identification of standard(s), test protocols and the type and form a Mark which must be used on or in connection with the Product and related information.

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- 1.12 Product.** The term Product (Basic Product) shall mean an Applicant's device, equipment, material, or system that has been submitted for testing or evaluation, and found to be in compliance with Intertek Requirements and approved for Listing.
- 1.13 Requirements.** Intertek requirements including, without limitation, the applicable Standard and Intertek procedure used by Intertek to assess a product.
- 2. MULTIPLE LISTING REGISTRATION FORM**
- 2.1 Multiple Listee Registration Form.** Intertek reserves the right to accept or reject a Multiple Listee Registration Form and any Multiple Listee Requests outside the scope of this Agreement.
- 2.2 Multiple Listee Termination.** The Multiple Listee or the Applicant may terminate the Multiple Listee relationship at any time with or without cause upon not less than thirty (30) day's written notice to Intertek. Removal fees may be applied.
- 3. PRODUCT REQUIREMENT**
- 3.1 Multiple Listee Products.** The product(s) for which the Multiple Listee Program is requested shall not differ from the basic product(s) other than in color, trim, company identification, product designation or other features that Intertek deems to be superficial.
- 3.2 Listing Report Withdrawal.** If the Basic product's Intertek report is withdrawn for any reason, the Multiple Listing, Multiple recognition, multiple verification or multiple classification shall be withdrawn at the same time as the basic product's Intertek reports.
- 4. MULTIPLE LISTING PROGRAM**
- 4.1 Products.** If the product(s) is found to be eligible for the Multiple Listee Program, Intertek will add a multiple listing, recognition, classification or verification correlation table to the follow up service procedure covering the basic product(s) to authorize the manufacturer of the basic product(s) to use the Mark on the product and published the multiple listing, multiple recognition, multiple verification or multiple classification in such form, manner and classification as Intertek may determine, after the Multiple Listee executes the applicable Intertek certification agreement.
- 4.2 Procedure and Multiple Listing Correlation Table.** The procedure and multiple listing correlation table will identify and set forth certain requirements for the product and will specify the Mark which may be used only on or in connection with the product in accordance with the Procedure and other Intertek requirements.
- 4.3 Follow-up Service.** Any report indicating acceptability of the product for Multiple Listing, Multiple Recognition, Multiple Verification or Multiple Classification is not to be issued unless and until Follow-up Service on the product is established.
- 4.4 Communication.** Applicant is responsible for communicating any changes to the report, or termination of the report to the Multiple Listee. Intertek's responsibility for communication will be to the Applicant only as they are the authorized certification holder. Intertek is prohibited from sharing any confidential information to the Multiple Listee with written authorization from the Applicant.
- 5. LISTING & LABELING**
- 5.1 Ownership of the Mark.** Ownership of the Mark and all trademark rights in the Mark remain in Intertek, even if it is used on the Product. The Mark shall only be applied to a Product that complies with the Intertek Requirements and such Mark shall be applied as specified in the Listing Report. The Mark may be applied only to those models and brands that are specifically named in the Listing report at the factory receiving active Follow-up Service and as noted on the Authorization to Mark. Except as provided herein and as indicated in Article 3.2 of the Certification Agreement for Applicants and Manufacturers, any other use of the Mark, or the Intertek name, on the Product is expressly prohibited.
- 5.2 Use of Names and Marks.** Participation in the Multiple Listee Program shall not result in a distinct Product safety certification or any authorization to use the Mark(s) apart from the Basic Product authorization. The authorization to use an Intertek Mark as part of the Multiple Listee Program may be withdrawn by Intertek if the file of the Basic Product is withdrawn or if the client violates any of the terms of this agreement.
- 5.3 Products not covered under Multiple Listing Program.** Except as otherwise expressly authorized by Intertek, Applicant and/or Multiple Listee shall not use Intertek's name, abbreviation, symbols, marks or any other form of

reference which may be interpreted to mean Intertek Testing services, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotion or otherwise.

6. **INDEMNIFICATION AND LIABILITY**

- 6.1 Indemnification.** Applicant and/or Multiple Listee agrees to hold Intertek harmless and to defend and indemnify Intertek against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgements arising out of any negligent or intentional acts of the Company, or claims from third parties relating to the Product or arising from the use of the Mark.
- 6.2 Liability.** Intertek will not, under any circumstances, be liable to the Applicant and/or the Multiple Listee for any indirect, special, punitive, or consequential damages, or any third party claims which may arise as a result of the services provided in this Multiple Listee Agreement. The maximum aggregate liability to Intertek for damages in connection with this Certification Agreement shall not exceed the latest annual Multiple Listee fee paid to Intertek by the Applicant.

7. **FAILURE TO COMPLY WITH INTERTEK REQUIREMENTS**

- 7.1 Remedial Action.** In the event that Intertek detects any deviation or variance in the Product from Intertek Requirements, or improper or unauthorized use of the Mark or Intertek name, Intertek will notify the Applicant and require the Applicant at its own expense, to undertake corrective action to ensure that the Product complies with Intertek Requirements. Intertek reserves the right, in its sole direction, to take additional actions as it deems necessary, including but not limited to:
- (a) Suspension or revocation of the Listing and the right to label the Product;
 - (b) Withdrawal of the supply of the labels and removal of the Mark from any non-conforming or unauthorized products;
 - (c) Removal of the Product from the published directory of Intertek certified products;
 - (d) Termination of the Applicant's Certification Agreement pursuant to Article 6 in the Certification agreement for Applicants and Manufacturers.
 - (e) Termination of Multiple Listee Agreement and removal of Multiple Listee from the report at the expense of the Applicant, and removal of all rights for the Multiple Listee to use the Mark or Intertek Name.
 - (f) Notification of regulatory authorities and the public;
 - (g) Compliance with any applicable statutes, rules, or regulations.
- 7.2 Public Notice.** In the event that Intertek has confirmed evidence that the Product in the marketplace has been fraudulently labeled or counterfeit marketing, Intertek will contact the Applicant and act in support of remedial steps taken by the Applicant to address the labeling situation, including, if necessary, public notification and/or a product recall undertaken by the Applicant and/or Multiple Listee. In the event that the Applicant and/or the Multiple Listee does not take action to address these errors, Intertek reserves the right to contact appropriate government agencies, other parties in the supply chain and/or issue public notifications advising of the non-conformity pursuant to Article 5.1(f) in the Certification Agreement for Applicants and Manufacturers.

8. **ADMINISTRATIVE PROVISIONS**

- 8.1 Confidentiality.** Without written authorization from the Applicant, Intertek will not voluntarily disclose to third parties (including the Multiple Listee) confidential and proprietary information with Applicant provides to Intertek. This obligation shall not apply to information which is already available to the public, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by Intertek to Regulatory Authorities responsible for the acceptance of the Product. Intertek agrees that this obligation to maintain confidentiality shall survive the termination of the Certification Agreement for Applicants and Manufacturers.
- 8.2 Subpoena.** If Intertek is served with a Subpoena, Court Order, or similar document requesting the disclosure of confidential or proprietary information supplied to Intertek by the Applicant, Intertek shall promptly notify the Applicant. In the event that the Applicant chooses to contest the request, Intertek shall cooperate with the Applicant. The responsibility for contesting the request shall rest solely with the Applicant. If the Applicant declines to contest the request or is not successful in contesting the request, Intertek will provide the requested information. Any costs incurred by Intertek in responding to the request, including reasonable attorney's fees, shall be reimbursed by the Applicant immediately upon invoicing by Intertek.
- 8.3 Fees.** Annual Multiple Listee fees for maintaining the Listing, and licensing of the Certification Mark will be billed to the Applicant or a designated payer in January for the subsequent year. A report revision fee will be charged to the Applicant for each registered Multiple Listee added after the initial report is prepared. Report revision fees and the annual Multiple Listee fee will appear on separate invoices. Payment shall be due upon presentation of invoices and the Applicant shall be considered in default if the charges are not paid within thirty (30) days. Intertek reserves the right to adjust the billing rate for the Multiple Listee Fee and to issue reasonable charges in the event additional costs are incurred by Intertek as a result of either the Multiple Listee's or the Applicant's failure to adhere to the Intertek Requirements. Additional costs include, but are not limited to, penalty fees for misuse of Mark and costs associated with the product investigation. Multiple Listee fees are non-refundable.
- 8.4 No Assignment.** The rights running to the Applicant and the Multiple Listee under this Certification Agreement may not be assigned to or acquired by any other person or corporation without Intertek's written authorization.
- 8.5 Terms.** This Multiple Listee Agreement shall continue in effect for a period of one (1) year from the date first above written and shall automatically be renewed thereafter for periods of one (1) year, unless the termination rights provided for in this Multiple Listee Agreement are exercised.
- 8.6 Jurisdiction.** This Multiple Listee Agreement shall be interpreted in accordance with and governed by the laws of the jurisdiction within which the Intertek office stated in the opening paragraph is located. If the Applicant is located in China, any dispute or claim arising from or in connection with this Multiple Listee Agreement, its breach, its performance or non-performance shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") Beijing Office for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral tribunal shall consist of three (3) arbitrators. Intertek on the one part and the Client on the other part shall each appoint one arbitrator. The parties shall appoint the third arbitrator. If the parties fail to agree on the third arbitrator within fifteen (15) days from the date on which the respondent receives the notice of arbitration, the parties hereby designate the Chairman of CIETAC as the appointing authority hereunder provided that the Chairman shall select an arbitrator who satisfies the qualifications in the preceding sentence. The language to be used in the arbitral proceedings shall be Chinese and English. Each version shall have the equal validity and legal effect. The arbitral award is final and binding upon both parties.



Total Quality. Assured.

9. FAILURE TO COMPLY WITH INTERTEK REQUIREMENTS

9.1 Authority and Permission. The Applicant warrants that it has the authority and permission from the Multiple Listee to place this Multiple Listee in the listing report and directory. The applicant acknowledges that Intertek may provide notification to the Multiple Listee of changes affecting the product listing in the Directory. Intertek may confirm this Multiple Listee Registration information with the Multiple Listee.

This Agreement is accepted and duly accepted by:

Applicant	
By	
Authorized Signee	
Print Name	
Title	
Date	

Multiple Listee	
By	
Authorized Signee	
Print Name	
Title	
Date	