申請者向倍科檢驗科技有限公司（以下簡稱本公司）辦理國家通訊傳播委員會之產品驗證，應遵守下列各項規定：

1. 申請者始終符合驗證要求，例如:支付審驗費用、提供已獲驗證產品變更之資訊、為追查活動提供取得已獲驗證產品之管道。包括本公司通知後因應國家通訊傳播委員會(以下簡稱NCC)新的審驗規定而實施之適當變更。
2. 如驗證適用於持續性之生產，已獲驗證產品持續符合產品要求。申請者販賣、公開陳列經驗證合格之產品時，應遵守電信管理法、電信管制射頻器材審驗管理辦法、電信終端設備審驗管理辦法及相關技術規範。
3. 本公司如因產品驗證相關要求，申請者為下列事項做所有必要之安排：
   1. 執行評估與追查(依據電信管制射頻器材審驗管理辦法第二十一條或電信終端設備審驗管理辦法第十八條規定，本公司得隨時抽驗審驗量5%之市售低功率射頻電機器材或電信終端設備。)，包括提供檢查文件與紀錄，以及無償取得相關設備、場所、區域、人員及申請者分包商之管道；
   2. 抱怨之調查；
   3. 適用時，觀察員之參與。
4. 申請者有關驗證之宣稱與驗證範圍一致；
5. 申請者不得以會損及本公司聲譽之方式使用其產品驗證，也不得就其產品驗證，做出本公司認為可能誤導或未獲授權之任何聲明；
6. 於驗證經撤銷或廢止時，申請者應停止使用包含任何引用驗證之所有廣告品，並採取驗證方案所要求之措施(如退回驗證文件)，以及採取任何其他要求之措施；
7. 如申請者將驗證文件副本提供給其他人，文件應全部複製或如驗證方案所規定者；
8. 在傳播媒體，如文件、手冊或廣告中引用其產品驗證時，申請者應遵守本公司及NCC相關審驗之規定。如有不正確引用、誤用或濫用，而引發他人誤解之行為，本公司通知一個月內改善，逾期未改善者，得函知NCC裁定。
9. 申請者遵守可能於驗證方案中規定的，與符合性標誌之使用，以及與產品資訊有關之任何要求；
10. 申請者保有其已知與符合驗證要求有關之所有抱怨的紀錄，並於要求時使本公司可取得這些紀錄；及
    1. 就此抱怨與在產品中所發現影響符合驗證要求之任何缺陷，採取適當措施；
    2. 文件化所採取之措施；
11. 申請者有可能影響其符合驗證要求能力之變更時，及時通知本公司。此類變更之例子可包括如下：
    1. 法律、商業、組織狀況或所有權，
    2. 組織與管理階層(如主要的管理、決策或技術人員)，
    3. 產品或生產方法修訂，
    4. 聯絡地址與生產場地，
    5. 品質管理系統的重大變更
12. 申請相關驗證所提供之證件影本須與正本相符，應檢附之技術資料亦須與實際狀況符合；若有偽造或虛偽不實，將依審驗管理辦法相關規定處理，並由申請者自負所有法律責任。
13. 取得審驗證明者，
    1. 應依審驗合格標籤或符合性聲明標籤式樣製標籤標貼或印鑄於產品本體明顯處，始得販賣或公開陳列。
    2. 申請者應妥善保管原審驗之器材樣品、測試所需之特殊測試軟體及特殊治具至該器材停止生產或停止輸入後5年。
    3. 如有變更原申請者、廠牌、型號、硬體、射頻功能、外觀、顏色、材質、電源供應方式、配件或天線時，應重新申請審驗。
    4. 如有電信管制射頻器材審驗管理辦法第二十二條或電信終端設備審驗管理辦法第十九條所列情形之一時，本公司得廢止其審驗證明。經撤銷或廢止審驗證明，申請者並應回收已販賣之器材設備。若他人權益因而受損，申請者應負損害賠償之責任。
14. 申請者僅在已授予特定認證的範圍內對認證提出索賠，本公司最高賠償金額為新台幣一萬元整。
15. 申請者可以委託代理人處理所有事務；但是，申請者仍然對本協議中的所有要求負責。並且應要求委託代理人，承諾對執行驗證活動中所獲得或產生的所有資訊給予保密。本公司對NCC所發布的申請文件，不承擔任何責任。

以上，申請者已了解並承諾遵守國家通訊傳播委員會對產品驗證之相關規定，並同意本公司執行審驗工作。

公司、商號、本國自然人名稱： (蓋章)

負責人或經授權之管理人簽章： (蓋章)

營業所地址(或戶籍地址) ：

中 華 民 國 年 月 日

This agreement, (“Agreement”) is between the undersigned applicant, hereinafter known as the “Applicant” and Bay Area Compliance Laboratories Corp., hereinafter known as the “BACL”. The applicant shall comply with the following provisions. The applicant is responsible for liability in case of any violation.

1. Applicant always fulfils the certification requirements (such as remit the certification fee, provide information of engineering change on the certificated product, inform the way to access the certificated product for market surveillance activity), including implementing appropriate changes when they are communicated by BACL;
2. If the certification applies to ongoing production, the certified product continues to fulfil the product requirements;
3. Applicant makes all necessary arrangements for
   1. the conduct of the evaluation and surveillance (BACL may sample 5% of approved CTRFD or radio-frequency modules (parts) at any time.), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
   2. investigation of complaints;
   3. the participation of observers, if applicable;
4. Applicant makes claims regarding certification consistent with the scope of certification;
5. Applicant does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;
6. Upon suspension, withdrawal, or termination of certification, Applicant discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
7. If Applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
8. In making reference to its product certification in communication media such as documents, brochures or advertising, Applicant complies with the requirements of BACL or as specified by the certification scheme;( If there is incorrect quotation, misuse or abuse that causes misunderstanding by others, BACL will notify you to make improvements within one month. If you fail to make improvements within the time limit, BACL may inform NCC to adjudicate.)
9. Applicant complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
10. Applicant keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and
    1. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
    2. documents the actions taken;
11. Applicant informs the certification body, without delay, of changes that may affect its ability to conform with the certification requirements. NOTE Examples of changes can include the following:
    1. the legal, commercial, organizational status or ownership,
    2. organization and management (e.g. key managerial, decision-making or technical staff),
    3. modifications to the product or the production method,
    4. contact address and production sites,
    5. major changes to the quality management system.
12. BACL may revoke the approval certificate if the certificate holder submits a fraudulent or false device or data. Applicant shall bear all legal liability.
13. Those who obtain the CTRFD certificate or those who are authorized to use the approval or DoC label shall:
    1. refer to the label format printed on the certificate to produce approval or DoC labels, and affix or emboss the label in an obvious place of the body of CTRFD before the public display or sale.
    2. retain the sample device and test software / fixture required for the test for five years after the termination of production or import of the device.
    3. be submitted separately if device with different brand name, model number, technical specifications or radio-frequency function;
    4. recycle the sold devices those whose certificate has been revoked or rescinded. Applicant shall be liable for compensation in case of loses of a third party when recycling.
14. Applicant only claims for certification within the scope of the specific certification that has been granted, and BACL's maximum compensation amount is NT$10,000.
15. Applicant can appoint an agent to handle applications; however, Applicant is still responsible for all the requirements in this agreement. In addition, the agent shall undertake to keep confidential all information obtained or generated during the verification activities. BACL is not responsible for the application documents issued by National Communications Commission.

As the above, the applicant has made the commitment to understand and will follow the relevant National Communications Commission provisions for product certification, and apply for product certification by BACL.

Company (Business) Name: (Company seal or agency seal is required for juristic persons)

Responsible person name: (Signature of person in charge or authorized manager)

Business address (Residence address):

Date: