Zhaga Testing Center Agreement

October 2026

This Zhaga Testing Center Agreement ("Agreement") is made and entered into by and between **Logo License Administrator** (LLA, as hereinafter defined), acting on behalf of Zhaga Consortium (the "**Consortium**" the consortium under the new Zhaga Consortium Agreement as a member program of ISTO, having its principal place of business at 371 Hoes Lane, Suite 200, Piscataway, NJ 08854, US),

and

_____ (the "**Testing Center**"),

having its registered office at _____

_____

and is effective as of _____ (the "**Effective Date**").

Testing Center and the LLA hereby agree as follows:

1 Definitions

The capitalized terms used but not herein defined shall have the meaning provided in the Consortium agreement, available on the Zhaga website with title: "New Zhaga Consortium Agreement".

1.1 "**Accredited Test Lab**" means a test facility operated by, and under full control of Testing Center or an Affiliated Company of Testing Center that is accredited by an accreditor that is a full member of ILAC MRA.

1.2 "**Authorized Scope**" means an Approved Zhaga Specification for which a Testing Center is authorized to perform the Test at one or more of its Accredited Test Labs and for which it may issue Test Report Summaries.

1.3 "**Authorized Testing Center**" means a Zhaga Testing Center authorized by the Steering Committee in writing for conducting the Test.

1.4 "**Fellow Testing Center**" means other testing center who is party to a Zhaga Testing Center Agreement with the LLA and includes the Affiliated Companies of such Fellow Testing Center.

1.5 "**Licensee**" means a Member of the Consortium that has a current Logo Trademark License Agreement with the LLA.

1.6 "**Logo License Administrator**" or "**LLA**" means the entity, designated by the Steering Committee of the Consortium from time to time to conduct the logo licensing activities for the Consortium in accordance with the Consortium Agreement. The LLA is the party specified on the signature page of this Agreement.

1.7 "**Market Surveillance**" means the conformance inspection for products taken from the market, as conducted by the LLA.

1.8 "**Product**" means a component of an LED luminaire such as an LED luminaire, LED Control Gear, LED Module, LED lamp holder, LED Light Engine, connectivity module, sensor module, connectivity cap, connectivity holder, etc. that uses information disclosed in Approved Zhaga Specifications.

1.9 **"Scope**" means an approved Zhaga Specification and the Test specified therein.

1.10 "**Test**" means a series of tests to verify that a Product submitted by Licensee and/or its Affiliated Companies is in compliance with an Approved Zhaga Specification. The specification of the Test is part of the Approved Zhaga Specification.

1.11 "**Test Report Summary**" means a document issued by an Authorized Testing Center, identifying a Product that successfully passed the applicable Test.

1.12 "**Testing and Certification Manual**" or TCM means a document issued by Zhaga and describing the testing and certification procedures and future revisions thereof, created by the Consortium in accordance with section 6.3.

1.13 "**Zhaga Testing Center**" means a testing center that has signed the Zhaga Testing Center Agreement

2 Authorization

2.1 Testing Center is a Member of the Consortium and has paid the annual membership fee.

2.2 Testing Center owns and/or controls one or more Accredited Test Labs.

2.3 Testing Center agrees to perform Tests and issue Test Report Summaries for all Licensees on reasonable and non-discriminatory terms and conditions.

2.4 Testing Center is granted the right to request from the Zhaga Steering Committee an Authorized Scope, and the Zhaga Steering Committee will grant this request provided that either (1) the Testing Center has been successfully audited in accordance with the procedure for auditing a Zhaga Testing Center for a Scope as specified in the TCM or (2) Testing Center has demonstrated its ability to perform the Test for the Scope through a successful participation in the round robin testing procedure conducted during the development of the Zhaga specification as specified in the TCM. In the case that there was no round robin and an audit is not available, the Zhaga Steering Committee reserves the right to grant this request provided that the request is supported by the Working Group developing the specification. Upon authorization, the Zhaga Consortium will publish the Authorized Scope on its website.

2.5 Testing Center may have (part of) the Tests performed by a third party, provided Testing Center takes responsibility for all measurements and can document and verify the correctness of the measurements and the pass/fail decision for all tests specified in such Test. For example, and without limitation, the so-called 'Customer Testing Facilities stage 3' procedure as defined by IECEE meets the requirements for having Tests performed by a third party.

2.6 LLA shall have the right to publish the name and contact details of Testing Center in appropriate form and ways

3 Change in Authorized Scope - Auditing

3.1 Testing Center is granted the right to request additional Authorized Scopes from the Zhaga Steering Committee as described in Clause 2.4.

3.2 Testing Center may remove an Authorized Scope. Testing Center shall notify LLA of such reduction in Authorized Scope.

3.3 All Authorized Scopes of a Testing Center become invalid in case such Testing Center ceases to operate an Accredited Test Lab, or have an Accredited Test Lab under full control of Testing Center or an Affiliate Company of Testing Center. Testing Center shall notify LLA in writing of any such event no later than at most 30 (thirty) calendar days after its occurrence. For the purpose of clarification and the avoidance of doubt, Testing Center shall not issue Test Report Summaries.

3.4 At the request of the Zhaga Steering Committee, Testing Center shall cooperate with audits in accordance with the procedure for auditing a Zhaga Testing Center for a Scope as specified in the TCM.

Zhaga shall immediately notify Testing Center of the result of the audit.

If the audit reveals a variance, then Testing Center shall provide a written response to Zhaga identifying how it will address the variance. If the audit recommends to suspend the authorization of Testing Center for the Scope, Testing Center shall not perform the Test for the Scope until the variances have been successfully addressed.

3.5 Testing Center shall, without unreasonable delay, provide qualified resources to contribute to the audit of Fellow Testing Centers in accordance to the procedure for auditing a Zhaga Testing Center for a Scope as specified in the TCM. Testing Center may charge the reasonable fee as specified in the TCM.

4 Test Report Summary and Reporting

4.1 Pursuant to Clause 2.4, Testing Center is authorized to issue Test Report Summaries within its Authorized Scopes. Such Test Report Summary shall conform with the Test Report Summary Template provided in the Zhaga Testing and Certification Manual and future revisions thereof, created by the Consortium in accordance with Clause 6.4. Testing Center shall not issue a Test Report Summary for a product that does not fulfil all mandatory requirements specified in the Test.

4.2 Testing Center shall not issue a Test Report Summary to an entity that is not a Licensee. LLA shall provide a list of current Licensee's on its website.

4.3 Testing Center shall mark each Test Report Summary with a unique identification number ("Test Report Summary number").

4.4 Test Report Summaries issued by Testing Center shall not be confidential. LLA and/or Licensee may provide the Test Report Summary to any third party.

4.5 At the request of LLA, Testing Center shall provide LLA with a copy of any Test Report Summary issued by Testing Center.

4.6 At the request of LLA, Testing Center shall provide LLA with the detailed test results of any product for which Testing Center issued a Test Report Summary. LLA shall keep such test report confidential in accordance with the provisions of Clause 4.5 of the Zhaga Logo License Terms and Conditions.

5 Market Surveillance

5.1 LLA may request Testing Center to perform the Test on any product that LLA submits to Testing Center, and provide LLA with the detailed results of such Test.

5.2 LLA shall bear the reasonable cost of performing the Test on a product that LLA has submitted to Testing Center pursuant to Clause 5.1. The cost of performing the Test shall not exceed the most favourable conditions offered by Testing Center to its customers for performing a similar Test.

5.3 LLA may request Testing Center to purchase a product that is claimed to be compliant with one of the Approved Zhaga Specifications, for the purpose of submitting this product to a Test performed by one of Testing Center's Accredited Test Labs. Testing Center shall not unreasonably refuse such request. LLA shall bear the reasonable cost of purchasing such product.

6 Changes

6.1 Testing Center acknowledges and agrees that the Consortium may amend, change, update or modify the Test. LLA shall without unreasonable delay, inform Testing Center of such amendment, change, modification or update in writing.

6.2 Testing Center shall use the amended, changed, modified or updated Test, at the latest beginning one-hundred and eighty (180) days after written notice by the LLA specifying such update, or within such longer period as specified by the LLA in such notice ("date of withdrawal"). For the avoidance of doubt, Testing Center may continue to use a previous Test until its date of withdrawal.

6.3 The Consortium may amend change, update or modify the Testing and Certification Manual. LLA shall, without unreasonable delay, inform Testing Center of such amendment, change, modification or update in writing.

6.4 The Consortium may amend, change, update or modify the Test Report Summary Template. LLA shall, without unreasonable delay, inform Testing Center of such amendment, change, modification or update in writing.

7 Use of the Zhaga Logo

7.1 LLA hereby grants Testing Center and its Affiliated Companies a non-exclusive, non-transferable, worldwide license, without the right to grant sub-licences, to use the Zhaga Logo in connection with

- **(a)** the promotion of Approved Zhaga Specifications, and
- **(b)** the promotion of Testing Center's services to perform test services that verify conformance with Approved Zhaga Specifications

8 Remedies

8.1 LLA may suspend the authorization of Testing Center, when

- **(a)** Testing Center does not cooperate with an audit in accordance with Clause 3.4, or
- **(b)** Testing Center refuses to participate in the auditing of a Fellow Testing Center in accordance with Clause 3.5 or causes an unreasonable delay of such audit.

For the purpose of clarification and the avoidance of doubt, (a) Testing Center shall not issue any Test Report Summaries while LLA has suspended the authorization of Testing Center, and (b) LLA may refuse to certify products on the basis of a Test Report Summary that was issued by a suspended Testing Center.

8.2 In case LLA has suspended the authorization of Testing Center pursuant to Clause 8.1, LLA shall restore the authorization of Testing Center when Testing Center has removed the cause for suspension to the satisfaction of the LLA.

9 Term and Termination

9.1 This Agreement shall become effective as of the Effective Date. The Term of the Agreement is 1 year with automatic extension unless either LLA or Testing Center terminates this Agreement by notifying in writing the other party of the intention to terminate this Agreement not less than thirty (30) days prior to the termination.

9.2 This Agreement shall terminate with immediate effect in the event Testing Center ceases to be a Member of the Consortium.

9.3 Articles, 9, 10 and 11 of this Agreement shall survive the termination of this Agreement.

10 Indemnification

10.1 Testing Center shall indemnify and hold LLA and the Consortium harmless against and from any claim, legal action, loss, expense and damage arising from or in connection with Testing Center's performance under this Agreement and/ or its breach of this Agreement.

10.2 LLA shall indemnify and hold Testing Center harmless against and from any claim, legal action, loss, expense and damage arising from or in connection with LLA's performance under this Agreement and/ or its breach of this Agreement.

11 Governing Laws and Dispute Settlement

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its provisions on the conflict of laws and the CISG, as if this Agreement were wholly executed and wholly performed within said country.

11.2 The District Court (Landgericht) Hamburg shall have exclusive jurisdiction for any dispute arising out of this and each party to this Agreement hereby: (i) irrevocably consents to the exclusive jurisdiction of such courts for the resolution of such disputes; irrevocably waives any objection that it may now or hereafter have to the venue of any such action or proceeding in such courts or to the convenience of conducting or pursuing any action or proceeding in any such court; and (iii) irrevocably waives any right to a trial by jury regarding the resolution of any dispute between the parties hereto arising out of or in connection with this Agreement.

12 Miscellaneous

12.1 Testing Center shall not transfer or assign to any third party all or a part of Testing Center's rights and obligations under this Agreement.

12.2 LLA may transfer or assign all or a part of LLA's rights and obligations under this Agreement to a third party appointed by the Consortium as the successor of LLA.

12.3 This document contains the entire agreement relating to the subject matter and supersedes all prior or contemporaneous agreements relating to the subject matter, written or oral, between the parties hereto. This Agreement may only be modified by subsequent agreement in writing signed by an authorized representative of each party hereto.

12.4 Nothing in this Agreement shall be construed to constitute either party as the agent, servant, employee, partner, or joint venture of the other party. The parties to this Agreement are and shall remain independent contractors.

12.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

12.6 The Testing Center, its employees and/or officers shall not accept any inducement or bribe to improperly provide Test Reports.

12.7 Any notice under this Agreement shall be sent to:

If to the LLA:
Zhaga Consortium, c/o ISTO, Inc.
attn: License Administrator
371 Hoes Lane, Suite 200
Piscataway, NJ 08854, USA
tel. +1 (908) 380-0753
email: LLA@zhagastandard.org

If to Testing Center:
Name of contact person or department: _____

Address: _____

_____

_____

Tel: _____

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Testing Center

Company name:

Signature:_____

Name: _____

Title: _____

Date: _____

LLA

Company name: ZHAGA c/o **ISTO**

Signature: _____

Name: Daniel C. Burnett_____

Title: ISTO, President & CEO_____

Date: _____