VISTA INFOSEC®
TRUSTED ADVISORS, ASSURED COMPLIANCE™

AIMS CERTIFICATION SCHEME — CONTROLLED FORM

Certification Agreement

Agreement between the Certification Body and the Client

DOCUMENT CONTROL

DOCUMENT NUMBER	VI/AIMS/FF/15	**REVISION**	1.0
DOCUMENT OWNER	Management Representative	**ISSUE DATE**	26 August 2026
PREPARED BY	Vista InfoSec(CB)	**REVIEWED BY**	Management Representative
APPROVED BY	Chief Executive Officer /Director	**NEXT REVIEW**	Twelve months from issue

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NOTE:

1. Management Representative is responsible for issue and distribution of this document including amendments.
2. Holder of this copy is responsible for incorporation of all the amendments and currency of the document.

Agreement

1.0 Purpose and Scope

1.1 The purpose of this document is to ensure that client - abide by the rules & regulation of the CAB VISTA InfoSec.

1.2 The scope of this procedure covers the terms and conditions of the certification body, including the obligations of the client and certification body.

2.0 Responsibility

Operation personnel & MR -	Responsible for ensuring that agreement is signed by at Certification Body the client without any dissent.
clients	To abide by the terms and conditions down by Certification body.
Certification Body	To provide service to clients under the agreement

3.0 Associated Document

Management System Manual (VI/AM/AA-01)- Apex Manual
Scheme Manual (VI/PM/AA-02) -*Scheme Management Manual* -

4.0 Definitions

For the purpose of this document, the definitions contained in Doc. APEX/D01 shall apply.

5.0 Resources

For the purposes of the activities depend on this document, the personnel resources are identified in VI/AM/AA-02

6.0 Procedure

6.1 Before proceeding with assessment, the Operation's Group personnel shall ensure that the Certification Agreement has been received from the client with signature as per procedure Doc. VI/PM/AA-02

6.2 It is required that all the responsibilities and obligations from the certification Body is met by all concerned.

6.3 In pursuance to its policy of continuous improvement of its services, the certification body resources the right to modify the content of the Rules of Procedures and procedures for certification under different schemes. However, it is required to notify the same to the Client well in advance, so as to prepare for any change in requirement of certification.

6.4 The original copy of the certification agreement to be kept with Operation's Group personnel. The contents of the agreement are same as per annexure A to this document.

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Annexure - A

PART II :

AGREEMENT FOR THE OPERATION OF AIMS/ ISMS/ITSM/BCMS CERTIFICATION

This Agreement is made and entered into on [Date], by and between VISTA InfoSec, having its Registered Office at 2/203, Vahatuk Nagar, Caesar Road, Amboli, Andheri (West), Mumbai, Maharashtra – 400058, India, and Operational Office at 001, North Wing, 2nd Floor, Neoshine House, Andheri (West), Mumbai – 400053, India, hereinafter referred to as the "Certification Body", and [Client Name]……., having its principal office at [Address]……., hereinafter referred to as the "Client", which expression shall, unless repugnant to the context, include its successors and permitted assigns.

1. INTRODUCTION

1.1 The Certification Body (CB) VISTA InfoSec is recognised as the body for the assessment and registration of clients seeking certification of their AIMS/ISMS / ITSM / BCMS/Common Criteria certification schemes as per applicable standards viz. ISO/IEC 42001, ISO/IEC 27001, ISO/IEC 20000-1, & ISO 22301.

1.2 This Agreement sets out the relationship between CB and the Client and the terms and conditions to be met by CB and Client in the operation of certification registration.

1.3 The Client applying for registration for certification is expected to abide by the rules & regulation of the CB.

1.4 Both CB and Client are expected to abide by the letter & spirit and intent of this Agreement.

2. REGISTRATION OF CLIENTS

2.1 Clients are registered against AIMS/ISMS/ITSM/BCMS certification schemes as per applicable standards using certification criteria and other applicable documents.

2.2 CB will apply the criteria for certification consistently and will provide suitable qualified personnel for assessment and surveillance of Client's management system/ product etc. (as applicable) at its sites of operation included in the scope of certification by deployment of CB's assessors.

2.3 A client applying for certification will undergo assessment by CB to enable CB's assessors to determine the competence of the management system at client's premises and its conformity with the standard(s) against which certification is sought. Client shall allow CB auditors an access all the relevant documents & to all the areas of their sites relevant to AIMS/ISMS/ ITSM/BCMS certification. In the event that certification is granted, a certificate of registration will be issued to the Client.

2.4 A certificate of registration is granted for a defined period on condition that the Client:

- **(a)** complies with the terms of this Agreement
- **(b)** demonstrates continuing conformity with the relevant standards and guidance
- **(c)** demonstrates continuing competence within the scope of its certification
- **(d)** give such undertakings as CB may reasonably require
- **(e)** pays such fees as are due to CB

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2.5 The scope of certification is set out in the registration certificate, which CB grants to each Client.

2.6 CB will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the Client may maintain certified status. The frequency with which each Client is subjected to surveillance will be determined by CB with reference to the scope and scale of the certified activities of the Client. CB reserves the right to carry out at short notice an additional or unscheduled surveillance or re-assessment at intervals other than those predetermined, as it may reasonably require. A full reassessment will however be undertaken by CB every three years.

2.7 If a client fails to comply with the terms of this Agreement, or any undertakings given to CB, the relevant certification criteria or the conditions for the use of the Logo Mark of CB, the CB may suspend/ reduce/ terminate/ withdraw the scope of certification, impose re-assessment or other sanctions as appropriate. Upon suspension / withdrawal of certification, however determined, the client shall discontinue forthwith its use of any reference to certification. CB shall publish the information on suspension / withdrawal of certification on its website for public information.

2.8 Additionally, CB reserves the right to withdraw certification:

(a) if a client, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or

(b) if a client fails in any respects to comply with the law of the land, or

(c) if a client fails to comply with the conditions specified in the certification procedures.

2.9 Schedule of charges are reviewed at Management Committee Meeting are subject to alteration. In the event of revision of charges, Client will be informed well in advance and shall be provided with fresh quotation for CB's estimated charges for the continuation of certification.

2.10 All information gained by CB and its assessors and staff in CB's direct dealing with Client other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the Client.

2.11 Registration of certified status should not be regarded as in any way changing the contractual responsibilities between the Client and its customers. While registration of certified status is an indication of the integrity and competence of the Client, it cannot be taken to constitute an undertaking by CB that the Client will maintain a particular level of performance.

3. CONDITIONS TO BE MET BY CLIENT

3.1 The Client shall offer CB and its representatives such reasonable access and co-operation as necessary to enable CB to monitor conformity with this Agreement and the relevant standard(s). The Client, when requested by CB, shall provide access to assessors and experts of accreditation body to witness the assessment activities of the CB's assessors.

3.2 Client Obligations

The Client shall:

(a) At all times comply with the terms and conditions of this Agreement and with the applicable certification standard(s), scheme requirements, statutory and regulatory requirements, and applicable guidance documents;

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(b) Establish, implement, maintain and continually improve its applicable Management System, including its **Artificial Intelligence Management System (AIMS)** where certification is against ISO/IEC 42001;

(c) Provide the Certification Body (CB) with complete, accurate, current and truthful documented information necessary for certification, assessment, surveillance, recertification and other certification activities, including, as applicable, the Statement of Applicability (SoA), AI risk assessment and treatment records, AI System Impact Assessment results, risk and impact monitoring records, objectives, controls and other relevant documented information;

(d) Identify, assess, treat, monitor and review AI-related risks and impacts and maintain objective evidence of the assessments, decisions, controls and actions taken. Such information shall be made available to the CB for assessment and verification;

(e) Maintain a current **Statement of Applicability (SoA)**, including the justification for inclusion or exclusion of applicable controls, and ensure that the SoA remains consistent with the organization's AI risks, impacts, objectives, processes and applicable requirements;

(f) Only claim that it is certified in respect of those activities, locations, processes, AI systems and other activities that are covered by the **scope of certification** stated in the certificate and its applicable annexure/schedule;

(g) Use the CB Logo/Mark and/or accreditation mark only in accordance with the applicable CB procedures, certification requirements and accreditation rules. The Client shall not use any mark or make any reference to certification in a manner that may be misleading or imply certification of activities, products, services or AI systems outside the certified scope;

(h) Not use the CB Logo/Mark or accreditation mark on laboratory test, calibration or inspection reports, or in any manner prohibited by applicable accreditation or certification requirements;

(i) Pay all applications, assessment, surveillance, certification, travel, administrative and other applicable fees and financial dues to the CB within the prescribed time;

(j) Not use its certification in such a manner as to bring the certification or the CB into disrepute and shall promptly take appropriate corrective action against any statement or representation that the CB considers to be misleading;

(k) Upon suspension, withdrawal, expiry, cancellation or relinquishment of certification, immediately discontinue the use of any reference to certification, withdraw or amend relevant advertising and promotional material, and return or otherwise dispose of certification documents as required by the CB;

(l) Ensure that its contracts, communications, brochures, websites and other public information do not imply that certification by the CB constitutes approval, authorization or certification by the CB of any product, service, process, AI model, AI system or technology, unless such certification is specifically covered by the applicable certification scheme and scope;

(m) Ensure that certification and references to certification are not used by itself, its clients or other interested parties for promotional or publicity purposes in a manner that the CB considers misleading, and shall immediately take corrective action as required by the CB;

(n) Provide, upon request and during assessments, all records and documented information relating to complaints, appeals, disputes, incidents, nonconformities and corrective actions relevant to the certified management system and/or scope of certification;

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(o) Where copies of certification documents issued by the CB, including certificates, annexures, audit reports or other certification documents, are provided to third parties, ensure that such documents are reproduced or provided in full and without alteration, unless otherwise permitted by the CB;

(p) Inform the CB, at the time of application and thereafter without undue delay, of any changes in top management, ownership, organizational structure, AI systems, products, services, processes or other matters that may affect the Client's conformity with the applicable certification requirements;

(q) Allow, when requested by the CB, access to accreditation body assessors, observers, trainee auditors or other authorized persons for witnessing, observation, evaluation or other accreditation-related activities;

(r) Allow authorized representatives of the accreditation body access to relevant Client activities, personnel, locations, AI systems and documented information where required for an **independent validation, witnessing or accreditation assessment** of the CB;

(s) Maintain records of **customer/user complaints and other relevant complaints** relating to products, services, processes, AI systems and/or the certified management system, together with investigation, corrective action and resolution records, and make such records available to the CB when required;

(t) Promptly notify the CB of any **material change to AI systems, AI models, intended use, purpose, deployment environment, AI-related risks or impacts, significant changes to data or data sources, SoA, management-system processes, or applicable legal and regulatory requirements** that may affect certification;

(u) Promptly notify the CB of any **significant AI-related incident, serious malfunction, material breach, regulatory action, enforcement action, regulatory investigation or other event** that may affect the Client's conformity with applicable certification requirements or the validity of its certification;

(v) Provide the CB with necessary access to relevant **AI systems, models, processes, personnel, locations, infrastructure, data-related information and documented information** required for certification activities, subject to applicable confidentiality, security and legal requirements;

(w) Ensure that relevant information and objective evidence held by **third parties within the certified AIMS scope**, including where applicable model providers, data providers, annotation providers, cloud service providers, technology providers and other outsourced service providers, is made available to the CB to the extent necessary for assessment and verification;

(x) Remain responsible for the conformity of its AIMS and for activities performed on its behalf by outsourced or external providers. Outsourcing shall not relieve the Client of its responsibility for meeting the applicable certification requirements;

(y) Acknowledge that the **CB retains full authority and responsibility for all certification decisions**, including decisions relating to granting, maintaining, extending, reducing, suspending, withdrawing or refusing certification, irrespective of any outsourced or externally provided activity associated with the Client's AIMS;

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(z) understand and accept that failure to comply with this Agreement, applicable certification requirements, or the provision of **false, incomplete, inaccurate or misleading information** may result, as applicable, in additional assessment, nonconformity, suspension, reduction of scope, withdrawal or cancellation of certification in accordance with the CB's applicable procedures.

3.3 Use of Certification Reference

The Client may use in its documents, brochures, websites or advertising media, without variation or misleading interpretation, an appropriate statement such as:

"Certified by VISTA InfoSec against [applicable certification standard]"

or other wording specifically prescribed or approved by the CB, for **AIMS (ISO/IEC 42001), ISMS (ISO/IEC 27001), ITSMS (ISO/IEC 20000), BCMS (ISO 22301), CC** or other applicable certification schemes.

Such reference shall be limited strictly to the **certified scope** and shall not imply certification or approval of individual products, services, AI models or AI systems unless specifically covered by the applicable certification scheme.

3.4 Changes Affecting Certification

The Client shall inform the CB of any changes that it plans to make which may affect its conformity with this Agreement, the applicable certification standard(s), certification scope or its capability to maintain conformity.

Such notification shall be made as soon as practicable and, where reasonably foreseeable, at least fourteen (14) days prior to implementation of the change.

3.5 Specific Changes to be Notified

The Client shall inform the CB of changes relating to:

(a) legal, commercial or organizational status;

(b) ownership, organization and management, including key managerial or responsible personnel;

(c) policies, objectives, procedures and management-system arrangements;

(d) locations, premises or operational sites;

(e) personnel, equipment, infrastructure, facilities, working environment or other significant resources;

(f) scope of activities, products, services, AI systems, processes or certification criteria;

(g) management-system processes or procedures forming part of the certified system;

(h) significant changes to AI systems, AI models, datasets, data sources, intended purpose, deployment environment or AI system lifecycle;

(i) AI risk assessment, AI risk treatment, AI System Impact Assessment or Statement of Applicability;

(j) significant AI incidents, regulatory actions, investigations or changes in applicable legal and regulatory requirements; and

(k) any other matter that may affect or potentially affect the Client's capability, certified scope or conformity with the applicable certification requirements.

3.6 Changes to Certification Requirements

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The CB shall provide the Client with due notice of proposed changes to applicable certification requirements, standards, scheme rules or this Agreement. The Client shall be provided with reasonable time, as determined by the CB, to implement necessary adjustments.

The Client shall notify the CB of completion of such adjustments within the time period specified by the CB and shall provide objective evidence of implementation where required.

3.7 Relinquishment of Certification

A Client wishing to relinquish its certification shall provide written notice to the CB stating its intention and confirming arrangements for settlement of all outstanding fees and the return, withdrawal or disposal of certification documents and references to certification, as applicable.

3.8 Notices and Communications

Any notice or other communication issued by the CB to the Client in connection with or under this Agreement shall be deemed duly given if sent by registered post, speed post, courier, email or other officially recognized electronic means to the latest address or contact details notified by the Client to the CB.

3.9 Access and Cooperation

The Client shall provide the CB and its authorized representatives with **reasonable access, facilities, information and cooperation** necessary to monitor and assess conformity with this Agreement, the applicable certification standard(s), scheme requirements and the certified scope.

The Client shall provide access to relevant **personnel, locations, AI systems, processes, records, documented information and objective evidence**, including information maintained by relevant third parties where such information is necessary for the certification assessment.

Where requested by the CB, the Client shall provide reasonable access to its premises, activities and relevant information to **accreditation body assessors, observers, trainee auditors or other authorized persons** for witnessing, accreditation assessment, independent validation or other legitimate accreditation-related activities.

3.10 Certification Decision

The Client acknowledges that the CB shall retain **independent authority and responsibility for all certification decisions**. No consultant, assessor, technical expert, outsourced service provider or other external party shall have authority to grant, maintain, extend, reduce, suspend or withdraw certification on behalf of the CB.

Certification decisions shall be based on objective evidence and shall be made in accordance with the CB's documented procedures, applicable certification standards, scheme requirements and accreditation requirements.

4. APPEALS

4.1 Appeals will be considered only against a certification decision made by CB. A certification decision is a decision by CB to grant, deny, reduce, suspend, restrict, withdraw certification or when CB grants or denies, an extension to scope. Such a decision by CB shall stand pending hearing of appeal, if any.

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4.2 Appeals in writing against a decision by CB will be processed in accordance with the CB's Appeals Procedure. The Appeals procedure is available on request.

5. COMPLAINTS

5.1 Any complaint against CB shall be addressed to the Director VISTA InfoSec in writing.

5.2 Any complaints against assessment team or CB's operations shall be made to the CEO Certification Services, in writing.

5.3 Complaint in writing received by CB will be processed in accordance with the CB's Complaint Procedure. The Complaint procedure is available on request.

6. ASSIGNMENT

Except as otherwise agreed by the parties in writing, certification shall not be assigned.

7. LIABILITY

No representation, promise or warranty, express or implied, is or will be made or given as to the accuracy or completeness of any information, review, audit, or advice supplied, made or given by CB (or any of its directors, employees or assessors) in the course of providing services pursuant to this Agreement and no director, employee or assessors of CB is authorised (nor shall any such person be deemed to have been given any such authority) to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon.

The Certificate of Registration given to a client under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/ obligations between the CB and client. While the Certificate of Registration will normally be a sound indicator of the competence of CB to implement a management system e.g. information security or business continuity in-line with the applicable standards, it should not be taken as a sort of guarantee accorded by the Certification Body. The Certification Body will not be liable for any deficiency in the product/service supplied by client.

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 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 rises from causes reasonably beyond the control of such party.

9. INDEMNITY

The Client undertakes to indemnify CB against any losses suffered by or claims made against CB as a result of misuse by the Client of it certification status, licence or mark granted by CB as a result of any breach by the Client of the terms of this Agreement

10. CONDITIONS GOVERNING THE USE OF THE LOGO MARK FOR USE BY CLIENTS

The Clients will be provided with and acknowledges receipt of the procedure The Procedure for Use of Certification Mark /Logo available at www. https://www.vistainfosec.com of CB and hereby agrees to comply with the requirements.

11. LAW

This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

12. ARBITRATION

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All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration of the Chairman Certification Committee or to any other person to be nominated by him. The arbitration shall be held in the City of Delhi and shall be in accordance with the Arbitration and Conciliation Act.

13. TERMINATION

These arrangements shall continue in force unless and until terminated:

a) by either party upon 90 days written notice to the other;

b) immediately by decision of the CEO Certification, in accordance with CB procedures as formally notified in advance of such a decision to the Client.

In the event of this agreement being terminated whether by notice, default or otherwise the Certificate of Registration issued pursuant hereto shall forthwith become invalid from the date of termination and supplier shall immediately cease to use the same and return to Certification Body all documentation and other matters issued pursuant thereto or bearing an indication of such certification but the Client will remain bound by the relevant conditions of this Agreement.

14. THE PARTIES TO THE AGREEMENT

FOR THE CLIENT	*FOR CERTIFICATION BODY*
Name:	Name : VISTA InfoSec Pvt. Ltd.
Address:	Address: 2/203, Vahatuk Nagar, Caesar Road, Amboli, Andheri (West), Mumbai, Maharashtra – 400058, India.
Signed:	Signed:
Position:	Position: (On behalf of VISTA InfoSec Pvt. Ltd.)
Date:	Date:

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