

RESET Air Accredited Monitor Agreement for Testing
Contract Number: PS-----

This RESET Agreement is made between:

**Party A:**

**Principle Place of Business (Address):**

Hereby referenced as (“Company,” “You” or “Your”).

and

**Party B:** GIGABASE Environmental Consulting (Shanghai) Co., Ltd.

**Principle Place of Business (Address)**: 1F-B, 102 Lixi Lu, Changning District, Shanghai, China 200050

Hereby referenced as (“GIGA”, “RESET”, or “Us”).

whereby Company wishes to become a RESET Air Accredited Data Monitor.

The parties agree to the following:

1. **Content of the Contract**
2. **Certification Test Range**
Party B provides Party A with RESET Accredited Monitor tests.
3. Specific test requirements and methods are detailed in sections 2.6 and 2.7 of the RESET Standard V2.0.
4. Specific certification testing fees and other terms are handled in accordance with each contract.
5. **Settlement and Payment**
Party A shall pay 100% of the Initial Payment in advance to Party B before testing begins.

Payment: Final price will be on invoice.
6. **The Relevant Assistance and Responsibility of Party A**
7. Party A is responsible for providing technical documents and product information to Party B, the content of the documents and the format conforming to the requirements of Party B;
8. Party A is responsible for providing Party B with the prototypes for conducting the test according to Party B's requirements, including all related shipping fees;
9. Party A is responsible for the rectification of the unqualified items found by Party B in the certification work and timely provide relevant evidence to Party B;
10. Party A has the right to know the working process of Party B in the certification process and Party A has the right to know the content of the test and the testing phase at any time;
11. Party A has the right to request Party B to make a reasonable explanation on the use of the test prototype.
12. **The Conditions Required for Party B and its Responsibilities**
13. Party B promises it has the qualification to test for and award RESET Air Accreditation for Air Quality Monitors;
14. Party B shall assign professional and technical personnel to conduct the test and be responsible for determining the number of technical documents and prototypes required for the test;
15. Upon completion for the preparations for testing, Party B shall complete the testing within 2 months, including testing and reporting;
16. Party B shall not bear any responsibility for any documents provided by Party A, including any errors or omissions. However, once Party B finds any problems in the documents and prototypes provided by Party A and affects the test, Party B shall notify Party A within 2 working days and help Party A rectification until it passes the test;
17. **The Return of Information and Samples**
18. Party A may request Party B to return the prototype and other materials provided by Party A in the certification within one month after the completion of the certification;
19. Party A will be responsible for all shipping and customs related fees.
20. **Intellectual Property and Confidentiality Clauses**
21. All trademarks, books, patents and other rights concerning the products tested in this contract are the property of Party A, except as otherwise agreed in this contract, Party B shall not use, use or make any infringement of the rights of Party A without the prior written consent of Party A. In case of any violation, Party A shall have the right to terminate this contract immediately. If there is any other damage, Party B shall be liable for damages (including but not limited to the court award the amount of compensation, attorney fees and all other losses);
22. Referred to in this agreement confidential information refers to: provided by Party A to Party B, related to the project to the public aware of, can bring economic benefits to Party A, or once released can cause substantial adverse effect to Party A, practical and take security measures by Party A's technical information and business information:
(1) The above related Confidential Information may be embodied in the form of data, written materials, material with the above contents, optical media, software, books, or other mediums which may be approved by laws and regulations;
(2) The above related ”Affiliate” means in relation to either Party any subsidiary or holding company of such Party or any subsidiary of any holding company of such Party.
23. Party B promises that the confidential information such as prototypes and other materials provided by Party A to Party B shall only be used for the purposes related to this test, Party B shall not imitate, produce and sell the prototype provided by Party A without permission, and shall not make use of confidential information for any purpose other than this project;
24. Party B shall not submit or disclose the confidential information of Party A to any third party and Party B shall ensure that it is serving or departing staff members do not disclose the confidential information of Party A to a third party;
25. If Party B violates the obligation of confidentiality to cause damage to Party A, Party A shall have the right to terminate this contract immediately. If there is any other damage, Party B shall be liable for damages (including but not limited to the court award the amount of compensation, attorney fees and all other losses);
26. The duration of this obligation of confidentiality is 10 years, and the duration of this obligation of confidentiality is the same. It will not be affected by such factors as the termination, termination of the contract and the expiration of the period.
27. **Liability for Breach of Contract**
28. Party B shall complete the accreditation or testing according to the agreed time, and if Party B fails to complete the accreditation according to the contract due to non-attributable to Party A, Party B shall bear any direct or indirect losses thus caused to Party A.
29. Should the test report issued by Party B be unqualified, Party A will have the right to require Party B to provide another test at no charge within 2 months from the date of completion of the initial test;
30. Party B shall be responsible for any authentication risks arising out of the uncontrollable management of impartiality and effectiveness in the certification audit activities and any credibility and economic losses arising therefrom.
31. **Retention of Rights**
32. The forgiveness of Party A for Party B’s breach, non-compliance or non-performance of any of the terms, conditions, agreements or provisions of this Contract and its Annex shall neither be deemed as waiver of its rights for any such continuing or repeated breach of Contract, nor waive or affect Party A's rights and remedies due to Party B's breach of this Contract in accordance with this Contract and its Annex. Unless Party A waives its rights in writing, any act or omission of Party A shall not be considered or inferred as waiver of its rights.
33. **Force Majeure**
34. After the signing of the Contract, should there be occurrence of any events which beyond either party’s reasonable control and affect their performance (including but not limited to state of emergency, war, military confrontation, civil war, riots, sabotage, terrorist attacks, government behavior, natural disasters, infectious diseases, fire, strikes or lockouts or any other similar events or matters), resulting in the inability or temporarily inability of the affected party to perform whole or part of this Contract, in which case, such party shall not be liable for any legal responsibilities. The affected party shall promptly inform the other party of the occurrence of such event, and submit the proof issued by the local authorities to the other party within 7 days from the date of the occurrence. The parties shall, within 15 days from the date of the occurrence of the event, decide to continue the performance of the Contract, or terminate/ dissolve whole or part of the Contract through negotiation.
35. **Dispute Resolution**
36. This contract is governed by and construed in accordance with the laws of the People's Republic of China.
37. Due to the performance of this contract or disputes related to this contract, the two sides should first be resolved through friendly consultation. If the negotiation cannot resolve the dispute, both parties have the right to file a lawsuit in the people's court where the plaintiff is located.
38. The costs of litigation and the costs associated with this litigation are borne by the losing party.
39. **Miscellaneous**
40. The matters not mentioned in this Contract may be supplemented at any time by both parties through negotiation, and such supplementary will be the valid attachment of this Contract upon signed by both parties. The Annex to this Contract shall be an integral part of this Contract and shall have the same legal effect as this Contract, provided that the content of the Annex is inconsistent with this Contract, the provisions of this Contract shall prevail.
41. The Contract is in duplicate and will come into effect upon signed/sealed by the authorized representative of both parties, each party holding one copy with the same legal effect.

**IN WITNESS WHEREOF, the parties have executed this Agreement:**

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| **Party A**:  | **Party B**: GIGABASE Environmental Consulting (Shanghai) Co., Ltd. |
| Signed: | Signed: |
| Name:  | Name:  |
| Title: Date: | Title: Date: |