



## **The Test & Consulting Service Contract of APlus Labs Test Center**

The Parties:

Party A: APlus Labs Inc.

Address: 9F Building 2C Software Industrial Basement, 1003 Keyuan Rd., Nanshan Dist., Shenzhen, China

Contact: Ting Huang

TEL: +86-755-26038318

Email: admin@aplus-labs.com

Party B:

Address:

Contact:

TEL:

Email:

In response to the customer demand, APlus Labs Inc. (hereinafter referred to as "Party A") provides the above Party B (hereinafter referred to as "Party B") test service and consulting service, calculated by item and time respectively. To ensure a good-quality performance of this agreement, this Test Service Contract ("the Contract") is made by and between Party A and Party B and enters into effect as of the later date signed by the two parties, whereby confirming the rights and obligations of the two sides. The two parties of the contract hereby agree to abide the following terms and conditions with respect to the test service and consulting service provided by APlus Labs Test Center affiliated to APlus Labs Inc.

### **Terms and Conditions**

Party A could provide Party B test service and consulting service mentioned above whose items and conditions respectively refer to "Attachment 1 Test Service Terms and Conditions" and "Attachment 2 Consulting Service Terms and Conditions" where the rights and obligations stipulated thereof the two parties are agree to comply.

### **Contract Term**

In addition to another limitation term has made confidentially, this contract will be valid for one year after coming into force, in the course of which the two Parties should comply with this contract unless another formal written agreement has conducted mutually.

This contract will automatically extend for another one year in the absence of either party submit a written request to end the contracts prior to 45 days before the expiration of contract each time.

### **Arbitration**

In case of dispute over the terms of this contract, the Parties should exert all their efforts to negotiate settlement friendly, when consults is inadequate, should turn to the arbitration facilities located in Party A for arbitration.



## Attachment 1

# Test Service Terms and Conditions

### Price term

The price of test service is calculated by item which will adjust at any time and publicize in the website of Party A. The price quoted for each test case by Party A should follow the price list when Party B starts to submit for the test.

### Payment term

Party A will issue invoice based on the applied test item after receiving the test application from Party B and confirming the test each other.

Party B should pay the full test fee to Party A prior to test finished, or Party A reserves the right to delay providing the test report.

If there is other cost derivate from the test, Party B should pay within 30days after receiving the specific invoice from Party A.

The payment, listed in the invoice, is bank transfer. If party B delay in payment, Party A has the right to sur-charge the overdue which shall bear interest at 1.5% per month or the maximum rate stipulated by the relevant National laws and regulations.

### Make an Order, Shipment, Storage Management and the Test Service

Party B should make a test order as soon as possible so as to avoid conflicting with other cases and delaying the test.

It is understood that Party B is responsible for delivering and taking back the test device to and from the test center of Party A, as well as all the relevant cost and insurance. In the event that Party B asks for assistance from Party A to transport the test unit in writing, Party A shall open an additional bill to Party B for this relevant cost.

Since the storage space is limited, Party B should take back the test unit within 45 days after the test finished, failing which, being considered as giving up the ownership and Party A is not liable for the device.

Party A will start testing after confirming the device at normal performance.

The test service initiates when Party A start the test and not comes to bind until Party A complete and send the test report to Party B. Party B shall not terminate the service at any reason after the test begins, and may negotiate with Party A in any inconvenience situation.

### Disclaimer of Warranty

a) The test service provided by Party A excludes sending the test report to any relevant organization, which should be performed by Party B independently. Party A disclaims any responsibility for the above performance.

b) Party A should offer a timely and efficient test service to Party B, but disclaim all the warranty to the postponement caused by the test device or payment cannot be received timely, or the device cannot work normally.

c) Party A should keep the test device and equipment safe at his utmost, but is free from responsibility for all the damage and risks to the test and test unit brought by force majeure matters or power accident.

### Confidentiality

Both parties should keep confidential to the test equipment and technology applied in test. Only in the case of that required in the test and approved by the two parties, or conforming to the three points hereinafter, neither of the parties can disclose the content of these documents marked confidential to the third party within one year after the test service begins.

a) The same information was in the public domain at that time as a result of the act or omissions of the disclosing party.

b) The same information was known to receive in party from a source other than the disclosing party without obligation of confidentiality.

c) A party may disclose the confidential information pursuant to the order or requirement of a court, administrative agency, or other government body.



## Attachment 2

### Consulting Service Terms and Conditions

#### Price term

The price of test service is calculated by time which will adjust at any time and publicize in the website of Party A. During the consulting performance, the Consulting Service Record (Attachment 3) shall be provided by Party A which listed the detailed date and equipments or engineers for each service, then confirmed and signed by the fieldworker from Party B to fix on the consulting service. At the end of the service, Party A will figure out the price in accordance with the Consulting Service Record and Party B shall not object to it.

The price quoted for each service by Party A should follow the price list when Party B starts to submit for the test.

#### Payment term

Party B should pay within 30days after receiving the specific invoice from Party A. The payment, listed in the invoice, is bank transfer. If party B delay in payment, Party A has the right to sur-charge the overdue which shall bear interest at 1.5% per month or the maximum rate stipulated by the relevant National laws and regulations.

#### Disclaimer of Warranty

a) Party A offers field, and the possible engineer or equipment to Party B, and takes no responsibility to deal with the issue and thus incurred time which should figure out by Party B at his own.

b) Since the limitation of field, equipment and human in Party A, Party B should make an order for the related resources as soon as possible, while Party A should do his best to supply the required resources, but not guarantee at any time and not liable for the postponement caused by resources limitation or any other incidents.

c) Party A should keep Party B 's device and equipment safe at his utmost, but is free from responsibility for all the damage and risks to the equipment or the delay of service brought by force majeure matters or power accident.

#### Confidentiality

Both parties should keep confidential to the equipment and technology applied in consulting. Only in the case of that required in the consulting and approved by the two parties, or conforming to the three points hereinafter, neither of the parties can disclose the content of these documents marked confidential to the third party within one year after the service begins.

a) The same information was in the public domain at that time as a result of the act or omissions of the disclosing party.

b) The same information was known to receive in party from a source other than the disclosing party without obligation of confidentiality.

c) A party may disclose the confidential information pursuant to the order or requirement of a court, administrative agency, or other government body.

