Test Report No.: 168129371g 001

Client:
FLASHBAY ELECTRONICS
1-4/F of Bldg No.3, Bldg No.2, 101-501F of Bldg No.1, Xifengcheng Industrial Park, No.2, Fuyuan Road, Heping Community, Fuhai Street, Baoan District, Shenzhen City, Guangdong Province, P.R. China

Test item(s):
PART

Identification / Model No(s):
DRINKWARE
NOVA

Sample Receiving date:
2019-08-16, 2019-08-19, 2019-08-30

Testing Period:
2019-08-29 to 2019-09-10

Test specification:
The parameters(s) were selected by client:

- Release of Lead and Cadmium from Metal and Metal Alloy

Test conclusion:
PASS

Other Information:
Country of Origin: China

For and on behalf of TÜV Rheinland (Shenzhen) Co., Ltd.

2019-09-11
Date
Lemon Shen Assistant Project Engineer
Name / Position

Test result is drawn according to the kind and extent of tests performed.
This test report relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.
1. Sample List:

<table>
<thead>
<tr>
<th>Sample No.</th>
<th>Material</th>
<th>Color</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>SUS 304</td>
<td>Silvery</td>
<td>Body of nova</td>
</tr>
</tbody>
</table>

2. Overall Results:

<table>
<thead>
<tr>
<th>Test No.</th>
<th>Tested Item</th>
<th>Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of Lead and Cadmium from Metal and Metal Alloy</td>
<td>Pass</td>
</tr>
</tbody>
</table>
3. Results

3.1 Release of Lead and Cadmium from Metal and Metal Alloy

Test method: The migratory behaviour is examined with reference to Norwegian Regulation 1993-12-21 No. 1381 for Materials and Articles in Contact with Foodstuffs. The concentration of the elements is examined by means of ICP-MS.

Limit: Norwegian Regulation 1993-12-21 No. 1381 for Materials and Articles in Contact with Foodstuffs

The following food simulant and condition was applied:

<table>
<thead>
<tr>
<th>Food simulant</th>
<th>Test duration / Temperature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acetic acid 4 %</td>
<td>24 hour(s) / 22 °C</td>
</tr>
</tbody>
</table>

| Test No.:         | 1                           |
| Category:         | Hollowware                  |
| Material No.:     | 6                           |

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Unit</th>
<th>Result</th>
<th>Limit (*1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead (Pb)</td>
<td>mg/l</td>
<td>&lt; 0.02</td>
<td>0.1</td>
</tr>
<tr>
<td>Cadmium (Cd)</td>
<td>mg/l</td>
<td>&lt; 0.002</td>
<td>0.01</td>
</tr>
</tbody>
</table>

Abbreviations:

- mg/dm² = Milligram per square decimetre
- mg/l = Milligram per litre
- < = Less than
Remarks:

*1 According to Norwegian Regulation 1993-12-21 No. 1381 for Materials and Articles in Contact with Foodstuffs, articles in contact with food should not exceed the following limits

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Lead</th>
<th>Cadmium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flatware</td>
<td>Articles which can't and articles which can be filled, the internal depth of which, measured from the lowest point to the horizontal plane passing through the upper rim, does not exceed 25 mm</td>
<td>0.02 mg/dm²</td>
<td>0.002 mg/dm²</td>
</tr>
<tr>
<td>Hollowware</td>
<td>Other articles which can be filled</td>
<td>0.1 mg/l</td>
<td>0.01 mg/l</td>
</tr>
<tr>
<td>Drinking Rim</td>
<td>The mouth rim of articles meant for drinking purposes. It is defined as the exterior decoration within 20 mm measured from top of rim.</td>
<td>0.02 mg/dm²</td>
<td>0.002 mg/dm²</td>
</tr>
</tbody>
</table>
4. Sample picture(s):

![Sample No. 6](image1)

![Product](image2)

- END -
1.1 These General Terms and Conditions of Business of TÜV Rheinland in Greater China (hereinafter referred to as "the General Terms and Conditions of Business") shall apply to all services performed by TÜV Rheinland to the client in Greater China, unless otherwise expressly agreed in writing. In order to be binding, any contract terms entered into by TÜV Rheinland shall be evidenced in writing. TÜV Rheinland reserves the right to demand payment for services provided in accordance with the General Terms and Conditions of Business or any supplementary documents or contracts, in particular in the event of a breach of any contractual provisions.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland can be changed by TÜV Rheinland without notice prior to its acceptance and confirmation by the other party.

3. Coming into effect and duration of contracts

3.1 The contract shall come into effect for the agreed terms upon the joint signature of the respective parties. If the client requests a separate quotation, the contract shall come into effect without a separate written document but upon the written confirmation of TÜV Rheinland.

3.2 The contract shall be performed in compliance with the regulations in force at the time the contract is entered into.

3.3 TÜV Rheinland is entitled to determine, in its sole discretion, the method of payment, the form of issuing documents, the continuous performance in writing or if mandatory provisions require a specific procedure to be followed. This also applies to the use of auxiliary staff, the continuous performance in writing or if mandatory provisions require a specific procedure to be followed.

3.4 On execution of the work there shall be no simultaneous assumption of any risk by TÜV Rheinland or any third parties. The client shall retain full responsibility for the execution of the work, required to be undertaken, for its accuracy and completeness as well as for any specifications and conditions that must be complied with.

3.5 The client shall retain all rights to the rights of authorship under the contract, unless otherwise expressly agreed in writing.

6. Performance periods/dates

6.1 The contractually agreed performance periods/dates of performance are based on estimates of the work involved which are prepared in line with the detailed specifications of the works and terms of reference, and can only be binding if confirmed as binding by TÜV Rheinland in writing.

6.2 If binding periods of performance have been agreed, these periods shall be confirmed by TÜV Rheinland prior to the contract being signed. In the event of the client's failure to do so, TÜV Rheinland shall not be held responsible for the accuracy or checking of the safety programmes or safety reports, nor for the timely performance of the work and the inspections are based, unless otherwise expressly agreed in writing.

9. Acceptance

9.1 Any part of the work which is complete in itself may be accepted by TÜV Rheinland's employee and placed on an instalment. The client shall be obliged to accept it immediately.

9.2 If the client fails to fulfill its acceptance obligation immediately, acceptance shall be noted, and after the expiration of a 4 calendar week after completion of the work provided that TÜV Rheinland has specifically informed the client of the aforementioned deadline upon completion of the work.

10. Confidentiality

10.1 For the purpose of these terms and conditions, "confidential information" means all the information, including but not limited to documents, drawings, data, know-how, samples and project documentation which one party (the "disclosing party") provides to the other party (the "receiving party") as well as all other information otherwise disclosed to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.

10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The said mark shall appear in the text or on the cover of the information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance and the disclosing party shall confirm in writing the confidentiality nature of the information within five working days. If the disclosing party fails to do so within the stipulated period, the receiving party shall not take any confidential information or any other course of action towards the disclosing party.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party during performance of work by TÜV Rheinland:

(a) may only be used by the receiving party for the purposes of performing the contract, unless otherwise expressly agreed in writing by the disclosing party;

(b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract and in compliance with the TÜV Rheinland confidentiality, inspection reports or documentation to the government authorities, in order to comply with the mandatory regulations and laws applicable to the client and the contract parties or third parties that are involved in the performance of the contract;

(c) may only be transferred to third parties with the same level of confidentiality, as the receiving party uses to protect its own confidential information and with no lesser level of confidentiality than that which is reasonably required;

(d) The receiving party may disclose any confidential information received from the disclosing party to its employees who need this information to perform the services required for the contract. The receiving party shall be responsible for ensuring that such employees are bound by the same confidentiality requirements as the receiving party.

10.4 Any disclosure in connection with the contract and these terms and conditions shall be followed by the rules as below:

a) If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China. If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that it was disclosed or otherwise disclosed to the receiving party, unless this is necessary for fulfilling the purpose of the contract, and in compliance with the mandatory regulations and laws applicable to the client and the contract parties or third parties that are involved in the performance of the contract;

b) Confidential information shall include paper copies and electronic copies of such information, but never with a lesser level of confidentiality than that which is reasonably required.

11.1 TÜV Rheinland shall retain all exclusive copyrights in the event of each type of results, calculations, presentations etc. prepared by TÜV Rheinland.

11.2 The client may only use such export reports, test results, presentations, etc. prepared by TÜV Rheinland in the scope of the contract for the contractually agreed purpose.

11.3 The client may use test reports, test results, export reports, etc. only contractually agreed purpose and in the scope of the contract.

11.4 TÜV Rheinland reserves the right to release its marketing and advertising purposes needs the prior written approval of TÜV Rheinland.

12. Liability of TÜV Rheinland

12.1 In the event of a breach of contractual obligations or tort, the liability of TÜV Rheinland for all damages, including consequential loss, to the extent permitted by law in Greater China, shall be limited as follows:

(a) if TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the legal representatives and/or employees shall be limited to (i) the pro rata share of a contract with a fixed overall fee, the agreed annuity fee for the entire contract; (ii) in the case of a contract for annually recurring services, the agreed annual fee; (iii) in the case of a contract expressly charged on a time and material basis, a maximum of 20,000 Euro or equivalent amount in local currency, and (iv) in the case of a framework agreement that provides for the possibility of placing individual orders, three times the fee for the individual order under which the damages or losses have occurred.

12.2 The limitation of liability according to article 12.1 above shall not apply to damage caused by malice, gross negligence or negligence on the part of TÜV Rheinland or its vicarious agents. Such limitation shall not apply to damage caused by a person's death, physical injury or illness.

12.3 The client shall be indemnified for a breach of a fundamental contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach of contract" means a breach of fundamental contractual obligation, the performance of which permits the due performance of the contract. Any damages for a fundamental breach of contract shall be limited to the repercussions reasonably foreseen as a possible consequence of such breach of contract at the time of the contract's execution (reasonable foreseeability, taking into account the circumstances of the case as detailed in article 12.2 above).

12.4 TÜV Rheinland shall not be liable for the acts of the personnel made available by the client to support TÜV Rheinland in the performance of its functions. The client must ensure that such personnel is not legally regarded as a vicarious agent of TÜV Rheinland. If TÜV Rheinland uses personnel for the services of the general service contract, they are made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties arising from or in connection with such personnel's acts.

12.5 The limitation periods for claims for damages shall be based on the limitation of liability.

12.6 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

13. Partial invalidity, written form, place of jurisdiction and dispute resolution

13.1 All amendments and supplements must be in writing in order to be effective. This also applies to amendments and supplements to this section 13.

13.2 Should one or several of the provisions under the contract and/or these terms and conditions be or become ineffective, the contracting parties' right to replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and economic terms.

13.3 Unless otherwise stipulated in the contract, the governing law of the contract and terms and conditions shall be followed by the rules as below:

a) If TÜV Rheinland in question is legally registered and existing in the People's Republic of China, the contracting parties hereby agree that the contract and these terms and conditions shall be governed by the laws of the People's Republic of China.

b) If TÜV Rheinland in question is legally registered and existing in Taiwan, the contracting parties hereby agree that these terms and conditions shall be governed by the laws of Taiwan.

c) If TÜV Rheinland in question is legally registered and existing in Hong Kong, the contracting parties hereby agree that these terms and conditions shall be governed by the laws of Hong Kong.

13.4 Any dispute in connection with the contract and these terms and conditions or the execution thereof shall be settled friendly through negotiations. Under no circumstances will there be any arbitration or agreement in respect of the extension of the negotiation period can be accepted within two months of the arising of the dispute, the dispute shall be submitted:

a) in the case of TÜV Rheinland in question being legally registered and existing in the People's Republic of China, the dispute shall be submitted to the Economic and Trade Arbitration Commission (CETAC) to be settled by arbitration under their rules in the People's Republic of China.

b) in the case of TÜV Rheinland in question being legally registered and existing in Taiwan, the dispute shall be submitted to the Arbitration Committee under the Arbitration Rules of the Taiwan Mediation and Arbitration Centre in accordance with these rules. The arbitration shall take place in Hong Kong.

c) In the case of TÜV Rheinland in question being legally registered and existing in Hong Kong, the dispute shall be submitted to the Hong Kong International Arbitration Centre (HKIAC) for arbitration in accordance with the HKIAC Arbitration Rules in Hong Kong.

The decision of the relevant arbitration tribunal shall be final and binding on both parties and no appeal shall be taken by the losing party.