

**GREENGUARD ENVIRONMENTAL INSTITUTE
Testing and Certification Agreement**

EXHIBIT 1

FEE SCHEDULE

1. Initial Certification Program Fees:

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|----|---|----------|
| 1) | Consultancy fees, Training Fees,
Audit & testing fees | \$38,000 |
| 2) | Licensing Fees | \$7,282 |
| 3) | Miscellaneous (including application fees,
Manufacturer visit) | \$4,318 |

Total for Initial Certification Program Fees	<u>\$49,600</u>
Initial Certification Program Fees including, but not limited to, Application Fee, Testing Fees, Administration Fee and Initial Licensing Fee.	

2. Ongoing Certification Program Fees:

Ongoing Certification Program Fees	<u>\$25,400</u>
Begin on first Re-certification Anniversary. Including, but not limited to, Administration Fee and Licensing Fee Due on or before the Re-certification Anniversary.	

Payment Term:

- (a). Sixty percent (60%) of Initial Certification Program Fees (\$29,760) due upon signing within five (5) days and prior to commencement of Testing Services.
- (b). Forty percent (40%) of Initial Certification Program Fees (\$19,840) due upon notice within five (5) days that at least one Certified Product has successfully completed Certification Testing and complies with the applicable Certification Standards.
- (c). Ongoing Certification Program Fees (\$25,400) due on or before the Re-certification Anniversary.

Manufacturer shall pay any fees due to GEI hereunder in U.S. dollars within five (5) days after receipt of GEI's invoice. Payments made under this Agreement after their due date will incur interest at a rate equal to one and one half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, from their due date. Manufacturer will pay all costs of collection including without limitation reasonable attorneys' fees.

All fees payable hereunder are exclusive of transfer, sales, use, and other taxes and duties and Manufacturer will pay all taxes assessed in connection with this Agreement, except for taxes payable on GEI's net income.

Ongoing Certification Fees are fixed for the Initial Term; provided that GEI may increase any or all of such fees upon increases in the number of Certified Products, effective the year following such observed increase or increases.

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CONFIDENTIAL AND PROPRIETARY