

Cooperation Agreement

Party A: Jinan Haotian Environmental Protection Machinery Co., Ltd.

Unified social credit code: 91370181MA3QA8TN5Q

Address: Mingshui Chajiu Industrial Park, Zhangqiu City, Shandong Province

Docking people: Angela Lee (sales@mirshine.com- +8615665773313)

Party B: Scinnotech Co.

Unified social credit code: 14009579116

Address: No. 8, 2nd Baghestan, Saadat Abad Blvd., Tehran, Iran.

Docking people: Babak Bahadori (Babaknfa@gmail.com - +989102153412)

(collectively "Parties" or "Both Parties" and each a "Party").

Based on the principle of "equality, voluntariness, mutual benefit, and win-win development", both parties A and B jointly promote Party A's construction RPC Ammonia FGD Project. In accordance with the relevant laws and regulations, this agreement was signed through friendly negotiation between the two parties.

1. Cooperation content

1. Both parties A and B jointly execute Party A's RPC Ammonia FGD Project. Sign the Project contract, hereinafter referred to as the "Project";

The Project Contract: refers to the contract signed between Party A and the client for the RPC Ammonia FGD Project.

The client refers to Razi Petrochemical Co. (RPC).

2. Party A has independent intellectual property rights and serves as the main body of technical support and execution of the entire Project; it is responsible for technical support, preparing technical bid documents and on-site technical Q&A during the bidding process, signing of technical agreements, post-production design, engineering manufacturing, etc.; Party B provides marketing and business consulting services for this project.

3. After the project cooperation is successful (Party A wins the bid), Party A shall pay the consulting fee to the account nominated by Party B. The two parties agreed that the consulting fee shall be 5% of the Project Contract price.

Payment method: After winning the bid and signing the Project Contract, Party A will pay 5% of the payment received at each part after receiving payment from the client according to the payment parts agreed in the Project Contract.

Party B's account:

Tax code: -

Bank name: -

Account: NOMINATED ACCOUNT (The account number will be announced later)

If Party B changes the payment account during the performance of the contract, it shall



notify Party A or Party A's contact person within ten working days before the expiration of each payment node.

5. If Party A fails to win the bid, both parties will bear their respective expenses, and this Cooperation Agreement will be terminated.

2. Party A's rights and obligations:

1. Responsible for providing the required performance of the Project for the client's inspection, and responsible for technical communication and coordination before Project bidding and throughout the project implementation process;
2. Responsible for technical support, preparing technical bid documents and on-site technical Q&A during the bidding process, signing of technical agreements with the client and post-production design, engineering construction, etc.
3. Actively coordinate and communicate with the client on the technical content of the project contract terms, supplementary agreements, technical negotiation changes, and other technical matters;
4. Be obligated to keep confidential the content involved in the bidding activities of the Project;
5. Taking into account the client's technical professional requirements, Party A and the client will communicate and introduce the content of the technical solution online or offline.

3. Party B's rights and obligations:

1. Party B conducts business activities in its own name, communicates with the client, and facilitates Party A and the client to sign the Project Contract. Party B is responsible for its own actions. Party B shall report Project progress to Party A in a timely manner and provide consulting services for Party A's bidding and the Project Contract signing.
2. Responsible for business communication and coordination before Project bidding, during the bidding and after winning the bid. That is, for any problems that arise in the signing and performance of the Project Contract before Party A bids, during bidding, and after winning the bid, Party B is responsible for communicating and coordinating with the client to ensure that Party A the Project Contract was signed smoothly, the construction was completed smoothly, and the payment was received smoothly. Whereas all legal responsibilities would be on Party A.
3. Bear all business and travel expenses incurred by yourself;
4. Be obligated to keep confidential the content involved in the bidding activities of the Project as well as the technical data, drawings, technical plans and other business information obtained from Party A.

4. Cooperation methods:

1. From the effective date of this cooperation agreement to the completion date of the Project contract: Party B shall provide business consulting services to Party A;
2. After winning the bid, Party A will be fully responsible for the design and construction of the entire Project and pay consulting fees to Party B in accordance with this Cooperation Agreement. With the authorization of Party A, Party B can undertake certain parts of the project construction. The specific details shall be signed as a cooperation attachment.



3. Party B can only cooperate with Party A on this Project, and may not cooperate with any third party other than Party A, or promote any third party to win the bid.

5. Disputes and breach of contract:

1. The breaching party shall bear the losses caused by the breach of contract by one party to the other party. When the other party requires the breaching party to continue to perform the agreement, the breaching party shall continue to perform this Cooperation Agreement after assuming the above liability for breach of contract.

2. Both parties must sign a supplementary agreement when changing the Cooperation Agreement. The supplementary agreement, as an integral part of this Cooperation Agreement, has the same legal effect as this Cooperation Agreement.

3. If both parties violate their confidentiality obligations, they shall bear 20% of the Project bid amount as liquidated damages and be liable for losses to the non-breaching party.

4. If Party B violates item 3 of Article 4 of this Agreement, it shall bear 1% of the Project bid amount as liquidated damages to Party A and compensate Party A for its losses.

5. If Party A violates item 2 of Article 4 of this Agreement, it shall bear 1% of the Project bid amount as liquidated damages to Party B and compensate Party B for its losses.

6. This agreement shall be governed by the laws of the People's Republic of China (excluding the laws of Hong Kong, Macao and Taiwan). If any dispute arises during the performance of this Agreement, both parties shall resolve it through negotiation. If the dispute cannot be resolved through negotiation, either party may directly initiate arbitration with the China International Economic and Trade Arbitration Commission. The currently effective arbitration rules of China International Economic and Trade Arbitration Commission shall apply. The arbitration language is Chinese. The place of arbitration is Beijing. Arbitration is the final decision and once made, it is legally binding on both parties.

7. Force Majeure

Either Party shall be excused from performing its obligations under this Agreement when substantially prevented by Force Majeure but only after the Party claiming Force Majeure has served notice hereof on the other Party and then for no longer than the Force Majeure exists.

Force Majeure means any circumstances beyond the control of the Parties to this Agreement including but not limited to, wars, lockouts, riots, Civil commotion, fire, earthquake, storm and any other events ejusdem generis to the above causes.

Should the effect of the Force Majeure continue for more than 180 (one hundred and eighty) days, either Party shall have the right to terminate this Agreement without any indemnity or compensation.

8. Correspondences

All notices, certificates, requests, demands and other communications hereunder shall be in writing and may be personally served or sent by facsimile or certified or registered mail. All such notices, certificates, requests, demands and other communications shall be delivered or addressed to the Party to receive the same at the address indicated below.

9. Termination

Except in the event of Force Majeure, either Party may forthwith terminate this Agreement without indemnity nor compensation by notice in writing to the other Party if the other shall



have committed any substantial material breach of its obligations under this Agreement and failed to remedy the same within 90 (ninety) days after being required by notice in writing to do so by the other Party.

6. Others

1. This Cooperation Agreement will take effect from the date when both parties affix their official seals, and will expire after the completion of the Project;
2. This Cooperation Agreement made in duplicate, and the fax copy has the same legal effect as this Cooperation Agreement;
3. If Party A successfully wins the bid, this Cooperation Agreement signed between Party A and Razi Petrochemical Co. for the Project involved in this this Cooperation Agreement shall be included as an attachment to this Cooperation Agreement.

Party A: Jinan Haotian Environmental Protection Machinery Co., Ltd.	Party B: ScinnoTech Co.
Bank of deposit: Industrial and Commercial Bank of China Co., Ltd. Zhangqiu Branch	Bank of deposit: Keshavarzi Bank (Saadat Abad, Tehran)
Account: 1602004109200169193	Account: 1026794440
Address: West of Guandaodian Village, Mingshui Street, Zhangqiu District, Jinan city, Shandong Province, China	Address: 2 nd Baghestan, Saadat Abad BLVD, Tehran City, Tehran Province, Iran
Postal code: 250200	Postal code: 1998633455
Telephone: +86-18560138852	Telephone: +982126741866
Mail: zhangzehua@sd-ms.cn	Mail: info@scinnotech.com
Legal representative (signature and seal): 	Legal representative (signature and seal): Babak Bahadori 
Representative of Party A (signature): 	Representative of Party B (signature): Babak Bahadori 
Signing date: 3.25/2024	Signing date: 2024 March 25

