



## General Terms and Conditions for Supply Agreement

### A.1: The Parties

These General Terms and Conditions ("GTCs") are entered into by Summit Technology & Resources Inc. ("Buyer" or "Seller"), a company incorporated under the laws of the Republic of Mauritius with its registered address at **Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles**, and [Buyer/Seller Name], a company incorporated under the laws of [Country] with its registered address at [Buyer/Seller Address]. The Buyer and the Seller are hereinafter referred to individually as a "Party" and collectively as the "Parties."

### A.2: Interpretation

#### A.2.1 References

For the purposes of this Agreement: (i) The term "writing" shall include email and fax transmission; (ii) The terms "include," "including," and similar terms shall be construed as "including, but not limited to"; (iii) References to the singular shall include the plural, and vice versa. Words denoting a particular gender shall include any other gender, and words denoting natural persons shall include any other persons; (iv) References to this Agreement shall include its annexes, exhibits, and attachments, and references to "Sections" shall refer to the sections of this Agreement; (v) Headings are for convenience only and shall not affect the interpretation of this Agreement; (vi) References to a Party shall include the Party's lawful successors and permitted assigns.

#### A.2.2 Reference to Laws

A reference to a "law" shall include common law, customary law, and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, or other legislative measure, in each case, of any jurisdiction, which is final and binding on a Party or its activities under this Agreement (and the terms "lawful" and "unlawful" shall be construed accordingly).

#### A.2.3 Language

The English language shall govern the interpretation of the Agreement. All notices to be given by any Party and all other communications and documentation which are in any way relevant to this Agreement or the performance or termination of this Agreement, including any dispute resolution proceedings, shall be in the English language. In the event of any conflict in language interpretation, the English interpretation shall prevail.

#### A.2.4 Time

All references to a "Year" shall mean a calendar year; all references to a "Month" shall mean a calendar month; and all references to a "Day" shall mean a calendar day. All references to a "Business Day" shall mean any day that is not a Saturday, Sunday, or a national holiday in the jurisdiction where the associated obligation is to be performed.



**A.2.5 Month of arrival at discharge port**

In respect of any shipment of bulk concentrates, the term "calendar month" shall refer to the month during which the carrying vessel reports to customs at the discharge port.

**A.2.6 Unit definitions**

1 ton = 1 metric ton = 1000 kilograms = 2204.6200 pounds

1 kilogram = 1000 grams = 2.20462 pounds = 35.274 ounces = 0.00110231 US tons

1 meter = 1.09361 yards = 3.28084 feet = 39.3701 inches

**A.3 The Company will provide products in accordance with:**

3.1 Raw Minerals

3.2 High/Low Purity Minor Rare Metals and Chemicals

3.3 Renewable Energy Solutions

**A.4 Payment**

All payments shall be made in United States Dollars ("Dollars" or "\$US" or "USD").

Payment shall not be construed as an acknowledgment that the Products comply with the terms of the Agreement.

**A.5 Title and Risk of Loss**

**A.5.1 Title**

Unless otherwise specified in a written agreement signed by the Buyer, title to all Products sold to the Buyer under this Agreement shall pass to the Buyer at the Delivery Point as defined by FOB Hong Kong Port or CIF destination port, Incoterms 2020.

**A.5.2 Risk of Loss**

All risk of loss or damage to the Products prior to the Delivery Point, including during transit if applicable, shall remain with the Vendor.



## A.6 Indemnity

Each party shall indemnify, defend, protect and hold harmless the other party, its directors, officers, employees, agents, servants, successors and assigns from and against any and all losses, damages (whether actual, punitive, consequential or otherwise), injuries, claims, demands, expenses, including attorneys' fees and costs, of whatever nature, arising out of or in any way connected with: (i) any claims arising from the indemnifying party's breach of any of the provisions of the Agreement; (ii) any claims based on the negligence, omissions, or willful misconduct of the indemnifying party'; (iii) any claim by a third party against the indemnified party alleging that any indemnifying party work under the Agreement or the results of such work infringe a patent, copyright, trademark, trade secret, or other proprietary rights of the third party; (iv) any strict liability or product liability claim concerning the Products which were the result of the indemnifying party's negligence or willful misconduct. In addition, the Vendor shall indemnify, defend, protect and hold harmless the Buyer, its directors, officers, employees, agents, servants, successors and assigns from and against any and all losses, damages (whether actual, punitive, consequential or otherwise), injuries, claims, demands, expenses, including attorneys' fees and costs, of whatever nature, arising out of or in any way connected with: (i) any claim by a Sub-tier Supplier against the Buyer related to goods or services provided to Vendor; (ii) any claims asserted against the Buyer on account of any personal injury or property damages caused by the transportation of Products up to or at the Delivery Point. The indemnifying Party shall not settle any third-party claim referenced above without the prior written consent of the Buyer. Indemnifying party's total liability shall not exceed 200% of the total contract value.

## A.7 Confidentiality and prohibited activities

### A.7.1 General

"Confidential Information" means all information disclosed to a party (the "receiving party") that the disclosing party reasonably considers confidential and proprietary, including without limitation: samples, schematics, drawings, designs, specifications, manuals, forecasts, Purchase Orders, customer information, supplier information, mining techniques, and other technical, business, financial or trade secret information obtained from or through the disclosing party. The Receiving Party shall exercise reasonable care to protect the confidentiality of the Confidential Information, using at least the same degree of care it employs to protect its own similar confidential information. However, Confidential Information does not include information:

- (a) that was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the receiving party;
- (b) that can be shown by competent written evidence to have been obtained by the receiving party from another source without restrictions as to its use or disclosure;
- (c) that is independently developed by the receiving party or any of its Affiliates without access or reference to or use of Confidential Information; or
- (d) that the receiving party becomes legally compelled to disclose, provided that, prior to such disclosure, the receiving party shall provide the disclosing party with prompt notice, as soon as possible, if permitted under



applicable laws, rules or regulations, so that the disclosing party may, at the disclosing party's own expense, seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required, and the receiving party shall cooperate with the disclosing party's counsel, at the disclosing party's expense, to enable the disclosing party to obtain a protective order or other reliable assurance that such Confidential Information shall be given such confidential treatment. Additionally, the disclosing party shall have the right to review and approve the content of any disclosures that the receiving party is legally compelled to make, to the extent permitted under applicable laws, rules or regulations.

**A.7.2 Permitted and Prohibited Activities**

Except as expressly set forth in this Section A.2.1 or agreed by the disclosing party in writing, the receiving party (i) may use Confidential Information solely for the purpose of this Agreement, (ii) may provide Confidential Information only to those individuals who need to know such Confidential Information for the purposes of this Agreement, provided that it is clearly marked as "Confidential" and provided that such individuals have agreed in writing to protect Confidential Information pursuant to a nondisclosure agreement, and (iii) shall not use or disclose any Confidential Information for any other purpose.

**A.7.3 Notice of Disclosure**

The receiving party shall, immediately upon becoming aware of it, give notice to the disclosing party of any unauthorized disclosure, misuse, theft or other loss of Confidential Information, whether inadvertent or otherwise.

**A.7.4 Other NDAs**

During the business relationship between the receiving party and the disclosing party, the Parties may enter into one or more NDAs. In the event of an apparent conflict between or among provision(s) of this Agreement and any NDA, such provisions shall be read in a mutually consistent way. If no such reading is reasonably possible, the provision(s) that are most protective of Confidential Information shall take precedence over conflicting or less protective provision(s).

**A.7.5 Equitable Relief**

The Receiving Party acknowledges that the Disclosing Party would suffer irreparable harm for which monetary damages would be an inadequate remedy, and that equitable relief, including both preliminary and permanent injunctive relief in any court of competent jurisdiction, would be appropriate if the Receiving Party were to breach or threaten to breach any obligations under this Section A.6.

**A.7.6 Press Releases/Publicity Not Authorized**

The existence and terms of this Agreement shall be considered Confidential Information. The Receiving Party agrees not to issue any press release, advertisement, publicity, or public statement, nor engage in any other form of public disclosure that discloses the Buyer's relationship with the Receiving Party or implies any endorsement by the Disclosing Party of the Receiving Party or its products or services, without the prior written consent of the Disclosing Party.

**A.7.7 Return of Confidential Information**



Upon the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of any Confidential Information in the Receiving Party's possession or control, or shall destroy such Confidential Information and copies, as directed by the Disclosing Party. If requested, the Receiving Party shall, after destroying the Confidential Information, provide the Disclosing Party with a certificate, duly executed by an authorized officer of the Receiving Party, confirming that such destruction was carried out in full accordance with the Disclosing Party's instructions.

## **A.8 Term and Termination**

### **A.8.1 Effective Date**

The Agreement shall be in effect as from the Effective Date and for the Term stated in Section 5 of the Supply Agreement, subject to earlier termination as provided below.

### **A.8.2 Termination for Cause**

In addition to any other rights and remedies available under this Agreement, either Party may terminate this Agreement (or any Purchase Order), in whole or in part, upon 30 days' prior written notice to the other Party if the other Party commits a breach of this Agreement. The breaching Party shall have 15 days from receipt of notice to cure such breach.

### **A.8.3 Post-Termination Obligations**

On the date of termination or expiration of the Agreement for any reason, Vendor shall (i) stop work being performed by Vendor pursuant to the Agreement, (ii) cancel orders for materials with Vendor's Sub---tier Suppliers and cease ordering any such materials, (iii) cancel work being performed by Vendor's Sub---tier Suppliers, (iv) protect all property in which Buyer has already paid for, (v) fully cooperate with Buyer to minimize any adverse effect on Buyer or its customers, and (vi) perform those other obligations set forth in this Agreement upon the termination or expiration of this Agreement. Termination or expiration of this Agreement will not relieve either party of its obligations under Sections A6, nor will expiration or termination relieve either Party from any liability arising from any breach of this Agreement.

## **A.9 Material Adverse Change and Force Majeure**

### **A.9.1 Material Adverse Change**

- (a) Definition of "Material Adverse Change." A "Material Adverse Change" shall mean the introduction of new laws, rules, or regulations that substantially prevent, delay, restrict, or interfere with the production, sale, distribution, installation, import, export, reclamation, or recycling of a Product, Module, or any components thereof. For clarification, a Material Adverse Change does not include any law, rule, or regulation that merely increases the cost of production of a Product or Module.
  
- (b) Consultations to Mitigate Material Adverse Changes. If circumstances arise which cause, or might cause, a Material Adverse Change, the Parties will promptly consult with one another as to what, if any, modifications to the terms of this Agreement may be required in order to cure, mitigate, or prevent the occurrence of, a Material Adverse Change and to implement the economic purpose of this Agreement under the changed circumstances.



- (c) **Material Adverse Change Termination.** If a Material Adverse Change occurs, each party shall have the right, exercisable in its sole discretion, to terminate this Agreement, by providing at least three (3) months' advance written notice to the other party, which shall be effective at the end of the respective calendar quarter immediately following the expiration of such three (3) month period.

#### **A.9.2 Force Majeure**

- (a) **Definition of "Force Majeure."** For purposes of this Agreement, "Force Majeure" means any event that (a) restricts or prevents performance under this Agreement, and (b) that is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party. Force Majeure shall include, but not be limited to, fires, floods, earthquakes, storms and other disturbances caused by the elements, non-company-specific strikes, lockouts, riots, explosions, trade disputes, shortages, acts or restraints of government (where, in the case of Vendor, prevent Vendor from performing its obligations under this Agreement), imposition of restrictions on exportation, acts of God, insurrection, war, and any other cause whether of the kind specifically referred to or otherwise which is not within the reasonable control of a Party. Failure of subcontractors and inability to obtain materials shall not be considered as an excusable delay, unless such failure is directly caused by an event qualifying as Force Majeure under this Agreement. Force Majeure shall not apply to payment obligations under this Agreement.
- (b) **Notice of Force Majeure.** If due to an event of Force Majeure a Party is rendered unable wholly or in part to carry out its obligations under this Agreement or is delayed in doing so, that Party shall within ten (10) business days after the occurrence of the event of a Force Majeure, give notice in writing of it to the other Party stating the date of occurrence of the event of Force Majeure, including its nature and the expected impact on the delivery schedule. In addition, a Party giving notice of an event of Force Majeure shall give notice to the other Party if the circumstances constituting a Force Majeure no longer apply.
- (c) **Suspension of Obligations.** If an event of Force Majeure substantially prevents a Party from performing its obligations under this Agreement, the period during which those obligations are to be performed is extended for a period equal to the period during which their performance is substantially prohibited as a result of the Force Majeure. However, if Buyer believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, Buyer may at its option, and without liability to Vendor, cancel outstanding deliveries hereunder wholly or in part.
- (d) **Duty to Mitigate Effects of Force Majeure.** A Party whose performance hereunder has been prevented or impeded by virtue of a Force Majeure event shall use commercially reasonable efforts to cure, mitigate, or remedy the effects of Force Majeure. Nothing herein contained shall be construed as requiring a Party to accede to any demands of labor or labor unions, suppliers or other parties, which such Party considers unreasonable.
- (e) **Relief to Parties.** In an event of Force Majeure and Buyer or Vendor cancels any outstanding deliveries, Vendor or Buyer is hereby permitted to \$15,000 in relief funds to pay any outstanding debts, commitments



or obligations to finalize any and all commitments, due to the exclusive nature and rights granted to Buyer or Vendor under this Mineral Supply Contract.

## **A.10 Governing Law and Arbitration**

### **A.10.1 Governing Law**

Unless otherwise specified in the Supply Agreement, this Agreement and any claim, whether direct or indirect, arising out of or relating to the Agreement shall be construed and governed by the laws of the Hong Kong Special Administrative Region (SAR), excluding any conflict of law provisions that might otherwise cause the laws of another jurisdiction to apply. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) and the Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement.

### **A.10.2 Arbitration**

Any dispute between the Parties that cannot be settled amicably shall be submitted to arbitration in Hong Kong, administered by the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Administered Arbitration Rules in force at the time of the arbitration. The award of such arbitration shall be final and binding on the Parties, and the Parties hereby waive any right of appeal in respect of the award. The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration body.

### **A.10.3 No Immunity**

Each Party irrevocably waives any claim to immunity in relation to any court proceedings arising out of or connected with this Agreement, including without limitation immunity from: (i) jurisdiction of any court; (ii) service of process; (iii) any order for specific performance; and (iv) any process for execution of any judgment against its property.

## **A.11 Disclaimer and Limitation of Liability**

Notwithstanding anything else in this agreement, in no event shall either party be liable to the other party or to any other person or entity with respect to any subject matter of this agreement, under any equity, common law, tort, contract, estoppel, negligence, strict liability or other theory, for any (a) incidental, special, punitive, consequential or indirect damages or (b) damages resulting from loss of sale, business, profits, data, opportunity or goodwill, even if the remedies provided for in this agreement fail of their essential purpose and even if a party has been advised of the possibility of any of the foregoing damages.