
General Terms and Conditions for Supply Agreement

A.1: The Parties

In the following General Terms and Conditions (the "GTCs") Platotex Technology Company Ltd ("Buyer" / "Seller"), a cooperation established under the law of Hong Kong with registered address at Buyer/Seller Address, represented by Buyer/Seller and Buyer/Seller Name a cooperation established under the laws of Country with registered Address: Buyer/Seller Address represented by Buyer/Seller. Each of Buyer and Vendor is herein referenced individually as a "Party" and, collectively as the "Parties".

A.2: Interpretation

A.2.1 References

For purposes of the Agreement: (i) the term "writing" includes email and fax transmission; (ii) the words "include" and "including" and similar derivations shall mean "including but not limited to"; (iii) references in the singular shall include references in the plural and vice versa, words denoting gender shall include any other gender and words denoting natural persons shall include any other Persons; (iv) references to the Agreement include its Annexes, Exhibits, and Attachments, and references to Sections are to Sections of the Agreement; (v) headings are for convenience only and shall not affect the interpretation of the Agreement; and (vi) references to a Party shall include the lawful successors and permitted assigns of that Party.

A.2.2 Reference to Laws

A reference to a "law" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, or other legislative measure, in each case of any jurisdiction whatever and which is final and binding on a Party or its activities hereunder (and "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.

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 a Day which is not a Saturday, a Sunday, or a national holiday in the jurisdiction in which the associated obligation is to be Performed.

A.2.5 Month of arrival at discharge port

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

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A.2.6 Unit definitions

1 ton = 1 metric ton or 1000 kilograms or 2204.62 pounds.

1 kilogram = 1000 grams.

1 kilogram = 2.20462 pounds.

1 kilogram = 35.274 ounce = 0.0011 US ton

1 meter = 1.09361 yard = 3.28084 foot

1 meter = 39.3701 inch

A.3 The Company will provide products in according with:

3.1 raw minerals,

3.2 high/low purity minor rare metals and chemical

3.3 Renewable Energy Solution

A.4 Payment

All payments will be made in United States Dollars (“Dollars” or “\$US”).

Payment shall not be construed as acknowledgement that the Products are in accordance with the agreement.

A.5 Title and Risk of Loss

A.5.1 Title

Unless otherwise specified in a written agreement signed by Buyer, title to all Products sold to Buyer hereunder shall pass to Buyer at the Delivery Point.

A.5.2 Risk of Loss

All risk of loss or damage to Products prior to such Delivery Point shall fall upon Vendor.

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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, Vendor shall indemnify, defend, protect and hold harmless 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 Buyer related to goods or services provided to Vendor; (ii) any claims asserted against 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 Buyer's prior written consent.

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 use reasonable care to protect the confidentiality of Confidential Information, and in any event, the receiving party shall use at least that degree of care that the receiving party uses to protect its own like information. Confidential Information does not include, however, 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

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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 one or more NDA's may be, or may have been, entered into. 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, or 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 agrees that the disclosing party would suffer irreparable harm for which monetary damages are an inadequate remedy, and that equitable relief is appropriate (including preliminary and permanent injunctive relief in any court of competent jurisdiction), if the receiving party were to breach or threaten to breach any obligations in this Section A.6.

A.7.6 Press Releases/Publicity Not Authorized

The existence and terms of this Agreement are Confidential Information. The receiving party will not issue any press release, advertising, publicity or public statement or in any way engage in any other form of public disclosure that indicates Buyer's relationship with the receiving party or implies any endorsement by the disclosing party of the receiving party or the receiving party's products or services, without the prior written approval 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 under the receiving party's power or control, or shall destroy such Confidential Information and copies, as directed by the disclosing party. The receiving party, if requested, shall after destroying Confidential Information provide to the disclosing party a certificate duly executed by an authorized officer of the receiving party as proof that such destruction was carried out completely according to the direction of the disclosing party.

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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 a Party may have under the Agreement, each Party may terminate the Agreement (or any Purchase Order) in whole or in part upon 1 month notice to the other Party if the other Party has committed a breach of this Agreement. The cure period shall be 3 banking days or as mutually agreed in writing.

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" will mean: the introduction of new laws, rules or regulations which substantially prevents, delays, restricts or interferes with the production, sales, distribution, installation, import, export, reclamation or recycling of a Product, Modules or components thereof. As clarification, a Material Adverse Change does not include a law, rule or regulation that serves only to increase 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

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- (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 failure by subcontractor was also caused by an act of Force Majeure. 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, the Agreement and any claim related directly or indirectly to the Agreement shall be construed and governed by the laws, basic law of Hong Kong SAR, excluding any conflicts of law provisions that might cause the laws of another jurisdiction to apply. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention)

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and the Convention on the Limitation period in the International Sale of Goods shall not apply to the Agreement.

A.10.2 Arbitration

Any dispute between the Parties, which cannot be settled amicably shall be submitted to arbitrations in Paris in accordance with the Arbitration Acts 1950 and 1979 of England; or any statutory modification or re-enactment thereof for the time being in force. The award of such arbitration shall be final and binding on the parties and the parties waive any right of appeal in respect thereof. The arbitration expenses shall be borne by the losing party unless otherwise awarded by the arbitration organization.

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.

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