



HEMP SUPPLIER OFFTAKE AGREEMENT

This Agreement is between Battery Movement, an international public benefit corporation, with address at 3651 Lindell Road Suite D, Las Vegas, NV 89103 ("Public Benefit Corporation"), and the Supplier named in Appendix A ("Supplier").

WHEREAS, the Public Benefit Corporation is managing the development, marketing, and sales of Battery Coin and is engaged in various initiatives, including creating graphene and graphene oxide using hemp.

WHEREAS, the Supplier is in the business of cultivating or reselling hemp and agrees to supply hemp to the Public Benefit Corporation under the terms and conditions of this Agreement.

WHEREAS, the parties hereto wish to provide a means for the Public Benefit Corporation to utilize the Supplier's services as an independent contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other valuable consideration the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Independent Contractor Agreement.** The Public Benefit Corporation hereby agrees to employ the Supplier to supply the Products attached hereto as **Appendix A**, together with additional terms and conditions to which the Public Benefit Corporation and Supplier may agree (the "Services"). During the Term, the Supplier shall be available to supply the Products and perform the Services as needed, consistent with the Terms of **Appendix A** hereto. The parties agree and intend that the Supplier shall be an independent contractor. The Supplier shall perform the Services by telephone, video, or at any location agreed to by the Supplier in the Public Benefit Corporation's reasonable and good faith judgment.
2. **Term.** The term of this Agreement shall commence upon the signing of the Agreement by parties (the "Effective Date") and continue for the period outlined in **Appendix A**, except as hereinafter provided (the "Term"). The Term may be further extended by mutual written Agreement.
3. **Compensation.** During the Term of this Agreement, the Public Benefit Corporation shall pay the Supplier the Compensation outlined in **Appendix A** (the "Fee").
4. **Probationary Period:** The Supplier agrees to a probationary period of one (1) year from the start date of this contract. During this period, the Supplier's performance will be evaluated by the Public Benefit Corporation based on the scope of work and deliverables outlined in this Agreement. If, during or after the probationary period, the Public Benefit Corporation determines that the Supplier's Products or has not performed the work to a satisfactory standard or has not completed sufficient work for hire, the Public Benefit Corporation reserves the right to (a) Terminate this contract without further obligations or penalties; (b) Extend the probationary period, if mutually agreed upon; or (c) Renegotiate the terms of the contract. The Public Benefit Corporation shall provide notice of termination or any other action to be taken in writing at least seven (7) days before the end of the probationary period.
5. **Termination.** The Term of this Agreement may be terminated under the following circumstances:
 - I. **Death.** The Term shall terminate immediately upon the Supplier's death.
 - II. **By Parties.** Either parties may terminate this Agreement at will upon thirty (30) days prior written notice to the other party; or
 - III. **Termination for Good Cause.** The Public Benefit Corporation may terminate this Agreement at will or immediately for "Good Cause" upon written notice to the Supplier. The effective date of termination shall be the date specified in the notice. The Public Benefit Corporation may provide pay in lieu thereof. For purposes of this Agreement, "Good Cause" shall mean:
 - a) Supplier's performance or any act for which, if Supplier were prosecuted or have been prosecuted, would constitute a felony or misdemeanor involving moral turpitude; or
 - b) Supplier's failure to satisfactorily carry out in good faith the Supplier's material duties after an appropriate number of notices by the Public Benefit Corporation and, if applicable, the provision of an opportunity to

cure, including late delivery of the product or the product, does not meet agreed upon quality, terms, and conditions; or

- c) Supplier's willful dishonesty, disloyalty, defamation, slander, negative comments, disparaging, or fraud upon the Public Benefit Corporation or towards the Founder or Executives or which is materially injurious to the Public Benefit Corporation; or
- d) Supplier's willful violation of confidentiality obligations to the Public Benefit Corporation or non-disparaging obligations or willful and nontrivial misappropriation or theft of Public Benefit Corporation documents, contacts, and assets; or
- e) Supplier's violation of the Public Benefit Corporation's code of ethics, breach of fiduciary care, or breach of fiduciary duties or for personal gain or contrary to the spirit or mission of the Public Benefit Corporation; or
- f) Supplier's death, incapacitation, or inability to carry out Supplier's essential duties with reasonable accommodation, if any, unless prohibited by law.
- g) The Supplier shall cure within thirty (30) days and pay in full any material defaults, breaches, or injuries it caused to the Public Benefit Corporation directly or indirectly.

IV. **Voluntary Termination by Supplier.** The Supplier may terminate this Agreement without Good Reason by providing the Public Benefit Corporation with ninety (90) day written notice. The effective date of the termination shall be the date specified in the notice.

6. **Compensation upon Termination.** Upon termination of this Agreement by either party, the Supplier shall be entitled to receive payments as follows:

- (a) **Nonrenewal by the Public Benefit Corporation, Termination by the Public Benefit Corporation without Good Cause, or Termination by a Supplier for Good Reason.** Upon nonrenewal of this Agreement by the Public Benefit Corporation, termination of this Agreement by the Public Benefit Corporation without Good Cause, or termination by the Supplier for Good Reason, the Supplier shall be entitled to the following severance benefits:
 - (i) Payment, in a lump sum, of any compensation in cash or owing to the Supplier through the date of termination, subtracted any expenses or penalties from the Public Benefit Corporation.

In addition:

- (b) **Termination for Death or Long-term Disability.** Upon termination of this Agreement due to the Supplier's death or disability exceeding 180 days, the Supplier or Supplier's estate shall be paid in a lump sum owing to him/her through the termination date.
- (c) **Voluntary Termination by Supplier.** Suppose a Supplier gives notice of nonrenewal of this Agreement, voluntarily resigns, or terminates this Agreement other than for Good Reason. In that case, the Supplier shall be paid, in a lump sum, any Compensation owing to him/her through the termination date.
- (d) **Limitation on Payments.** If the severance payments provided for under this Agreement, and in the circumstances other than a Change of Control, either alone or together with other payments which Supplier would have the right to receive from the Public Benefit Corporation, would constitute a "parachute payment", shall either:
 - (i) Pay the Excise Tax, or
 - (ii) Have the benefits reduced to a lesser extent as would result in no portion of such benefits being subject to the Excise Tax. The Public Benefit Corporation and the Supplier shall furnish the accountants with such information and documents as the accountants may reasonably request to decide under this Section. The Public Benefit Corporation shall bear all costs the accountants may reasonably incur in connection with any calculations contemplated by this Section.

7. **Proprietary Rights.** The Supplier acknowledges that the Supplier has been hired for the work-for-hire purpose of the Supplier to the Public Benefit Corporation, with all rights attached to the work-for-hire basis. This provision, chapter, and section shall survive the termination of this Agreement.

8. **Confidentiality.** Confidential Information includes, without limitation, all written, oral or other information and materials concerning anything immediately specific to the Disclosing Party and/or its business, clients, partners, joint

ventures and affiliates, whether prepared by Disclosing Party, its Agents or otherwise, which shall be (or shall have been) provided or disclosed by or on behalf of Disclosing Party to Receiving Party or its Agents in the course of its discussions with Receiving Party regarding the Transactions (or obtained by Receiving Party or its Agents through inspection or observation of the properties, facilities or operations of Disclosing Party), including but not limited to (1) any technology, engineering, concept, idea, know-how, process, technique, program, design, formula, including but not limited to, technical, scientific, business, financial and other information, Products and proposed Products, patent applications, ideas, inventions, techniques, algorithms, programs (whether in source code or object code form), hardware, designs, schematics, drawings, trade secrets, know-how, processes, proposed processes, formulations, manufacturing technology; (2) contracts, business relationships, suppliers, customers, employees, investors or other funding sources, prospective acquisitions or investments, business opportunities, or business operations, and any information regarding any such person, entity or opportunity, marketing strategies, distribution strategies; and (3) any and all other similar information, data and materials, written, graphic, or in any other form, whether disclosed orally, electronically or otherwise, that, in any such case, is learned or disclosed in the course of discussions, studies or other work undertaken between the parties (together with all communications, data, reports, analyses, compilations, studies, interpretations, records, notes, lists, financial statements or other materials or information prepared by Receiving Party or any of its Agents that contain or otherwise reflect or are based upon, in whole or in part, any confidential information of Disclosing Party or that reflect the review of, interest in, or evaluation of all or any portion of proposed transactions and/or Disclosing Party's business). Confidential Information shall also include the existence or terms of this Agreement, the existence or substance of discussions between the parties relating to the proposed transactions, the existence or terms of any agreement subsequently entered into between the parties relating to the proposed transactions, and any matters relating to the foregoing. Confidential Information shall not include information or materials that: (a) is or becomes generally available to the public other than through the wrongful act or omission of the Receiving Party or its Agents in breach hereof; (b) is or becomes known or available to Receiving Party on a non-confidential basis from a source (other than Disclosing Party or its Agents) that, to the best of the knowledge of Receiving Party, is not prohibited from disclosing such Confidential Information to Receiving Party by a contractual, legal or fiduciary obligation; (c) is or was independently developed by Receiving Party without violation of any obligation under this Agreement or the use of or reference to Disclosing Party's Confidential Information, as evidenced by Receiving Party's contemporaneous written records; provided that the Receiving Party shall promptly notify the Disclosing Party if during the course of disclosure of Confidential Information by the Disclosing Party, it becomes apparent that Confidential Information being disclosed has been independently discovered or developed by the Receiving Party or would otherwise be excluded pursuant to this Section; (d) released from confidentiality obligations by the express prior written consent of the owning party; or (e) is legally required to be disclosed to a regulatory agency or pursuant to an order of competent jurisdiction, provided that where permissible Disclosing Party be given an opportunity to seek a protective order to limit the scope of such compelled disclosure. As used herein, each Disclosing Party and Receiving Party shall include its Affiliates. In addition, to avoid doubt, this Agreement shall apply to and cover the Confidential Information of Disclosing Party's Affiliates. This provision, chapter, and section shall survive the termination of this Agreement.

9. **Non-Circumvention Obligations.** The Parties hereto, including and on behalf of their Affiliates and Agents, hereby covenant and agree not to circumvent the terms of this Agreement or avoid, bypass, or obviate each other, directly or indirectly, in an attempt to avoid payment of fees, commissions, or any form of due compensation in any transaction or other arrangement relating to the Transactions without the prior written consent of the other Party. The Parties agree that if they elect to pursue participation in the proposed transactions with Potential Buyers (and associates and affiliates) or the Trade Program Managers (and associates and affiliates) introduced under this Agreement, they will only do so in conjunction with both Parties. The Parties agree not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, Suppliers, financial affiliates and backers, or other entities introduced by any of the Parties or their partners or service providers to circumvent any other Party in any of the Transactions.

The Parties (including their Affiliates and Agents) shall not communicate, directly or indirectly, or enter into any business relationship relating to the proposed transactions or the subject matter hereof with any of the Parties' existing or prospective clients, investment opportunities, investors, financing sources, or any other third party, in a manner that reveals the Parties or their Affiliates or otherwise provides enough information for such third party to reasonably ascertain the identity of the Parties or their Affiliates, without the prior written consent of the other Party. If the Parties provide such consent, the Parties may only provide the identity of the other Party for the sole purpose of gathering necessary information or planning in conjunction with the proposed transactions or as required by applicable laws. Suppose discussions and negotiations relating to the proposed transactions or the relation cease or are terminated by either party, regardless of the reason or cause. In that case, the Parties will cease all contact with all parties related to the Purpose, Transaction, and Public Benefit Corporation.

Each party acknowledges and agrees that some of the Proprietary Information disclosed by it will identify persons or entities that the recipient party or its Representatives may be able to contact directly and consequently circumvent the disclosing party; the recipient party acknowledges and agrees that its Representatives will not contact or attempt to enter into any agreements with parties who are identified and introduced to it by the disclosing party, without obtaining the disclosing party's prior written consent.

Without limiting the generality of the preceding paragraphs of this Section, the provisions of this Section are an essential and material part of the total Agreement, by which the Parties agree that they will not use any advantages derivable from the Proprietary Information of the other Party in its own business or affairs unless the same is done under a new agreement executed by the parties hereto or their respective affiliates. This provision, chapter, and section shall survive the termination of this Agreement.

10. **Non-Disparagement and Non-Interference:** The Supplier shall not, or cause their agents and representatives to, at any time, directly or indirectly (i) knowingly disparage or make, publish, or communicate to any third party in any media or forum any defamatory, derogatory, or disparaging remarks, comments or statements concerning the Public Benefit Corporation, the Founder, its directors, its officers, its members, or its Affiliates; or (ii) interfere with the other the Public Benefit Corporation's efforts to consummate any business or transactions. Nothing herein shall prohibit the Supplier from (i) responding truthfully to any governmental investigation, legal process, or in response to a subpoena, or as otherwise required by applicable law or another compulsory legal process, or (ii) making a good faith rebuttal of another person's or entity's an untrue or misleading statement without violating this provision. For the purposes herein, "Disparaging" remarks, comments, or statements are those that impugn the character, honesty, integrity, reputation, morality, or business acumen or abilities in connection with any aspect of the operation of the business of the Public Benefit Corporation being disparaged. This provision and section shall survive the termination of this Agreement. This provision, chapter, and section shall survive the termination of this Agreement.
11. **Governing Law; Choice of Venue.** This Agreement has been negotiated and executed, is made and is to be performed in the indigenous territories of the Battery Coin (sovereign entity), and shall be governed and construed exclusively following the laws and courts of the Earth Tribunal, without regard to any otherwise applicable conflicts of laws except as they may be preempted by, or in conflict with, any federal laws, rules, regulations or regulatory action. The parties agree that any action, demand, claim, or counterclaim relating to the terms and provisions of this Agreement or its breach shall be commenced in the Earth Tribunal. The parties further acknowledge that the venue shall lie exclusively at the Earth Tribunal. The Supplier agrees that any disputes brought before any other jurisdiction or venue shall be null and void.
12. **Dispute Resolution.** If a dispute, controversy, or claim arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the Supplier agrees first to try in good faith to settle the dispute by mediation administered by the Earth Tribunal or a similar dispute resolution service approved by the Earth Tribunal. Suppose the Supplier is unsuccessful at resolving the dispute through mediation. In that case, the Supplier agrees to arbitration administered by the Earth Tribunal or a similar dispute resolution service approved by the Earth Tribunal. Judgment on the Award may be entered in any court having jurisdiction.
13. **Resolution of Procedures:** Any conflicts or disputes arising in connection with this Agreement or with the transactions contemplated between the signatories that cannot be resolved through good faith negotiation shall be submitted upon written demand by any signatory to any other. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration approved by the Earth Tribunal by one or more arbitrators appointed following the said Rules in effect at the time of commencement of the arbitration, except as may be modified herein or by mutual Agreement of the Parties.
 - I. The seat of the arbitration shall be in the indigenous territories of the Battery Coin, with mediation and arbitration costs to be borne equally by each side.
 - II. The language of the arbitration shall be English.
 - III. The Parties shall be entitled to conduct discovery following the Earth Tribunal's Rules of Evidence. The arbitrator(s) shall be empowered to comply with valid discovery requests.
 - IV. The Earth Tribunal may rule on its jurisdiction, including any objections concerning this arbitration clause's existence, validity, or effectiveness. This arbitration clause shall be considered autonomous and independent of the other terms contained in this Agreement. A decision by the Earth Tribunal that this Agreement is null and void shall not entail the invalidity of this arbitration clause.
 - V. The award of the Earth Tribunal, whether final or not, shall be binding, definitive, and non-appealable on the Parties and the Public Benefit Corporation, who, within the maximum scope permitted by the law, waive any right they may otherwise have under the laws of any jurisdiction to any form of appeal or a judicial review of the arbitral

award.

- VI. The award and orders of the arbitrator(s) may be submitted for enforcement to any court of competent jurisdiction under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (The New York Convention).
- VII. The Parties shall each bear their respective fees and expenses in connection with such proceeding and shall each bear one-half of the cost of the arbitration, provided, however, that the arbitrator(s) shall be empowered in his or her discretion to order either Party to bear all or a portion of the other Party's fees and expenses in the proceeding if the arbitrator finds that such Party's position in the proceeding lacked a substantial legal basis or was advanced in bad faith.

- 14. **Severability.** The invalidity, illegality, or unenforceability of any particular provision or part of any provision of this Agreement under any applicable law shall not affect the other provisions or parts thereof, which shall remain in full force and effect. Any such invalid, illegal, or unenforceable provision or part thereof shall be deemed modified to the extent necessary to make it valid, legal, or enforceable under any applicable law.
- 15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be original and all of which taken together shall constitute the same instrument.
- 16. **Entire Agreement.** This Agreement constitutes the entire Agreement between and among the parties concerning the subject matter hereof, recites the sole consideration for the promises exchanged, and supersedes any prior agreements. In reaching this Agreement, neither party has relied upon any representation or promise except those set forth herein.
- 17. **Amendment and Waiver.** The terms of this Agreement may not be modified, waived, changed, discharged, or terminated except by an agreement in writing signed by the party against whom or which such modification, waiver, change, discharge, or termination is sought to be enforced. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or any act other than that specifically waived.
- 18. **Construction.** The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and their counsel and that this Agreement shall not be construed in favor of or against either party because of the extent to which either party or its counsel participated in the drafting of this Agreement.
- 19. **Notices.** All notices, requests, claims, demands, and other communications hereunder shall be in writing. They shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):
 - **Battery Coin:** batterycoin@riseup.net
 - **Supplier:** See **Appendix A**
- 20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and any of their successors and assigns. In addition, the Public Benefit Corporation may assign their rights and obligations hereunder to any of its or their affiliates or the purchaser of or successor to (i) all or a significant portion of the Public Benefit Corporation's business or assets, or (ii) that aspect of the Public Benefit Corporation's business in which Supplier is principally involved in, in each case whether by way of merger, stock sale, asset sale or otherwise, provided that no such assignment shall relieve or excuse the Public Benefit Corporation from its obligations to pay Supplier under this Agreement. Except as outlined in the prior sentence, this Agreement may not be assignable by any party without the other parties' prior written consent.
- 21. **Limitation of Liability:** Neither party shall be liable to the other for any indirect, incidental, or consequential damages arising from or related to this Agreement.

22. Indemnification.

- i. The Public Benefit Corporation shall indemnify the Supplier in his capacity as a Supplier to the Public Benefit Corporation to the fullest extent permitted by applicable law in effect on the date hereof or as such laws may from time to time be amended. Without diminishing the scope of the indemnification provided by this section, the Supplier's rights of indemnification hereunder shall include. Still, they shall not be limited to those rights set forth hereinafter except to the extent expressly prohibited by applicable law.
- ii. The Supplier shall be entitled to the indemnification rights provided in this section if he is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, because Supplier provided Supplier Services or because of anything done or not

done by the Supplier according to this Agreement. The Supplier shall be indemnified against all expenses (including attorneys' fees), costs, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the Supplier in connection with such action, suit, or proceeding (including, but not limited to, the investigation, defense or appeal thereof) if the Supplier acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Public Benefit Corporation, and concerning any criminal action or proceeding if he had no reasonable cause to believe his conduct was unlawful.

- iii. All reasonable expenses and costs incurred by the Supplier (including his reasonable attorneys' fees, retainers, and advances of disbursements) shall be paid by the Public Benefit Corporation in advance of the final disposition of the relevant action, suit, or proceeding at the Supplier's request within 20 days after the receipt by the Public Benefit Corporation of a statement or statements from him/her requesting such advance or advances from time to time.
- iv. This Section shall continue until and terminate upon the later of (i) two years after the Term of this Agreement; or (ii) the final termination of all pending or threatened actions, suits, proceedings, or investigations concerning or involving the Supplier.


23. **Force Majeure:** (a) "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: (i) that such impediment is beyond its reasonable control; and (ii) that it could not reasonably have been foreseen at the time of the Agreement; and (iii) that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party. (b) In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfill conditions (i) and (ii) under paragraph (a) of this section: (i) war (whether declared or not), hostilities, invasion, the act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion, and revolution, military or usurped power, insurrection, an act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike, and lock-out, go-slow, occupation of factories and premises. (c) A Party successfully invoking this section is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or any other contractual remedy for breach of Agreement, from when the impediment causes the inability to perform. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked substantially deprives the Parties of what they were reasonably entitled to expect under the Agreement, either Party has the right to terminate the Agreement by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that either part may be terminated by the Party if the duration of the impediment exceeds 120 days.

24. **Captions.** The captions in this Agreement are for convenience only and shall not be construed to affect the meaning of any provisions herein.


25. **Knowing and Voluntary Execution.** The Supplier acknowledges that he has read and fully understands the terms of this Agreement, that he obtained legal advice in connection with it, and that he is signing it knowingly and voluntarily.

IN WITNESS WHEREOF, the Public Benefit Corporation has caused this Agreement to be executed by its duly authorized representative, and the Supplier has executed this Agreement, all as of the day and year first above written.

Battery Movement

Signed by:

 2/20/2025
 137E1D650C6B4B0...
 David Kam, Founder

Supplier

Signed by:

 D51E55EC89484C1...
 Name: Victor Vanderstar

2/22/2025

Initial Initial
 

**APPENDIX A
DESCRIPTION OF DUTIES**

- A. **Supplier Name and Address:** Victor Vanderstar, with address at 1723 SE ACACIA LANE PRINEVILLE OR 97754
Email: vsstarman56@gmail.com. Tel: 971-563-6698
- B. **Product:** The Supplier agrees to supply the Buyer with hemp biomass that meets this Agreement's quality and specification requirements ("Products").
- C. **Quality Assurance:**
- (a) The Supplier guarantees that all products supplied under this Agreement will be of the highest standard and suitable for the production of graphene and graphene oxide, as defined in the specifications of this Agreement.
 - (b) The Supplier further warrants that the hemp delivered will be free from defects, contaminants, pesticides, and other harmful substances and will comply with all applicable legal and regulatory requirements about its cultivation, production, and sale.
 - (c) The Supplier agrees to furnish any necessary documentation or certifications as requested by the Buyer, including, but not limited to, certifications, proof of origin, or compliance with local and international standards.
 - (d) The Supplier agrees the Products shall be free from pesticides, heavy metals, and harmful substances.
 - (e) The hemp products provided must adhere to regulations regarding THC and cannabinoid content, ensuring that these levels remain below the legal thresholds classifying the product as marijuana.
- D. **Specification:** The Supplier shall supply the Products according to the following specifications:
- (a) **Option 1:** The Product shall be chopped up into fine dust powder; mold-free; dry;
 - (b) **Option 2:** The Buyer can also buy from the Supplier post-CBD and post-THC-extracted waste Products.
 - (c) Other specifications, including moisture content, cannabinoid content, etc., shall be sent by the Supplier to the Buyer for written approval before the purchase.
 - (d) The Buyer reserves the right to inspect the Product within 30 days of receipt. Should the Products fail to meet the agreed quality standards, the Buyer may reject the delivery and request a replacement, refund, or discount.
- E. **Expected yield:** The expected yield of graphene oxide and graphene is up to 30% of the dry weight of the Products ("Expected Yield").
- F. **Shipping Location:** TBD by parties
- G. **Packaging Requirements:** TBD by parties
- H. **Compensation:** The Buyer shall pay as follows:
- (a) 5% discount from the market value of the Products; or
 - (b) 20% discount from the market value of the Products, plus 20% of the profits from the Expected Yield of the Products.
- I. **Price and Payment**
- (a) Payment will be made within 30 days of the Buyer's receipt and acceptance of the Product.
 - (b) The Supplier shall submit invoices to the Buyer at delivery time. The Buyer will not be responsible for any taxes, duties, or additional charges unless explicitly agreed upon in writing.
- J. **Duration:** This initial term of this Agreement shall be for ten (10) years ("Initial Term"). After the initial term, this Agreement shall be automatically renewed for an additional 12-month basis unless terminated by the Parties ("Renewal Term"). During the Initial Term, either Party may terminate this Agreement at will.