GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) The following terms and conditions (these "**Terms**") and any terms included in the accompanying purchase order (the "**Purchase Order**" or "**Order**") are the only terms that govern the purchase of the goods ("**Goods**") identified in the Purchase Order by M2Graphite LLC ("**Buyer**") from [NAME OF SELLER] ("**Seller**"). To the extent the parties intend for this Purchase Order to address, in whole or in part, the performance of services by Seller for Buyer, the terms, conditions and specifications herein shall be read to govern such services by substituting the word "services" for "goods" wherever applicable.

(b) The Purchase Order and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral with respect to the purchase and sale of the Goods. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Agreement.

(c) These Terms apply to any repaired or replacement Goods provided by Seller hereunder.

(d) Buyer is not obligated to any minimum purchase or future purchase obligations under this Agreement.

(e) Incoterms® 2020, published by the International Chamber of Commerce, shall govern any Purchase Order entered into under this contract to the extent this contract specifies terms covered by Incoterms® 2020, provided that in the event of any conflict between this contract and Incoterms® 2020, Incoterms® 2020 shall govern. If not otherwise stated in the Purchase Order, Buyer and Seller agree that FCA [ORIGIN] Incoterms® 2020 governs.

2. Acceptance. This Agreement is not binding on Buyer until Seller accepts the Purchase Order. Recognized forms of acceptance include: executing a copy of the Purchase Order, confirming acceptance in writing, or starting to perform in accordance with the Agreement. Additionally, acceptance is the default if Buyer does not receive communication from Seller to the contrary within five (5) days of Seller's receipt of the Purchase Order. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller.

3. Delivery Date. Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order, or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller will be unable to deliver the Goods in full on the Delivery Date, Seller shall promptly notify Buyer and the parties shall work in good

faith to mutually agree to an extension of the Delivery Date and/or a reduction of the Price (as defined below). If the parties are not able to come to any such agreement, Buyer may terminate this Agreement by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

4. Delivery Location. All Goods shall be delivered to the address specified in the Purchase Order, or such other location mutually agreed to by the parties (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.

5. Shipping Terms. Delivery shall be made in accordance with the terms in the Purchase Order. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Buyer promptly after Seller delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the Order. For truckload or full container shipments, written notice showing contents, car number, gross tare and net weights must be sent promptly to Buyer's facility at which such shipments are destined, and, if such notice is not received prior to the arrival of a shipment, such shipment may be refused by Buyer. Any expenses incurred due to Seller's failure to follow shipping instructions will be borne by Seller and may be deducted by Buyer from Seller's invoice.

6. Packaging. All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

7. Acceptance and Inspection; Rejection of Nonconforming Goods. All Goods shall be received at their destination subject to Buyer's final inspection and acceptance, but such inspection or acceptance shall not relieve Seller from any obligations or liability under this Purchase Order. Because goods may be received and put in inventory or storage without examination until such goods are to be used or resold, inspection and acceptance shall not be deemed to have occurred prior to actual inspection and acceptance by Buyer. Title and risk of loss for goods shall pass from Seller to Buyer upon actual acceptance by Buyer. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods based on the quality specified in the Purchase Order or common industry standards. Buyer reserves the right to retain a third-party, at Seller's expense, to determine conformity with quality or specifications if there is a dispute as to conformity. In the event of a dispute on conformity with quality or specifications, Buyer reserves the right to hold invoices for payment until the dispute is resolved. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer elects to retain nonconforming

or defective goods, then Seller shall credit Buyer for all necessary costs and expenses incurred in correcting such nonconforming or defective goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 18. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations or liabilities under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. No reasonable delay in rejection or return of goods, nor payment for goods, shall be considered acceptance or waiver of Buyer's rights to reject, return or retain such goods as provided herein or by law.

8. Changes. Buyer shall have the right, in its sole discretion, to make changes to the goods at any time in: (1) design, materials and specifications; (2) packaging and methods of shipment or transportation; and (3) time and place of delivery. If any such change causes an increase or decrease in the costs or the time required for performance or delivery by Seller, then Buyer and Seller shall make equitable adjustments in the prices and delivery requirements under this Purchase Order to reflect the results of any such change, and such adjustments shall be promptly confirmed by Buyer and Seller in writing. Buyer shall have the right to cancel at any time any undelivered portion of the goods in whole or in part by written notice to Seller. Upon receipt of such notice, Seller shall immediately discontinue all work on the cancelled portion, except such work as may be necessary to preserve and protect the goods and materials then in process, and use its best efforts to cancel and terminate all existing orders which are chargeable and relate to the cancelled portion. In the event of any such cancellation, Buyer shall compensate Seller for all justified claims arising out of such cancellation. Seller shall retain any goods and materials to which any such claim relates for disposition in accordance with Buyer's instructions.

9. Price. The price of the Goods is the price(s) stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Seller warrants that the prices for goods under this Purchase Order are complete and include all applicable taxes, delivery and transportation costs to the Delivery Location according to Incoterms® 2020, packaging, labeling, customs duties, storage, insurance and other charges, unless otherwise expressly agreed to in writing by Buyer and where relevant depending on stated terms. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Most Favored Customer. Seller represents and warrants that the Price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Agreement. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Agreement without liability pursuant to Section 18.

11. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller in accordance with the payment terms agreed in the Purchase Order, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars unless otherwise agreed in Purchase Order. In the event of a payment dispute, Buyer shall promptly deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

12. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement.

13. Warranties. Seller warrants to Buyer that for a period of twelve (12) months from the Delivery Date, all Goods and Services will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights; (h) are adequately contained, packaged, marked and labeled; (i) conform to all representations made by Seller on containers, labels or advertisements for such goods and are equivalent in materials, quality, fit, finish, workmanship, performance and design to any samples submitted by Seller and approved by Buyer; and (j) comply with all applicable industry standards and federal, state and local laws, and the regulations, rules, standards and orders issued thereunder, as amended from time to time (including without limitation, laws and regulations pertaining to safety of persons and property, weights and measures, sources, content, labeling and origin disclosure, labor and employment and trademarks and copyrights) and the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, the Federal Hazardous Substances Act, 49 CFR 171.1, the Consumer Product Safety Act, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Drug Free Workplace Act of 1988, the Age Discrimination in Employment Act of 1967, the Immigration Reform and Control Act of 1986 and Executive Order 11246, and that its provisions, as appropriate, are incorporated herein by specific reference. To the extent that this Purchase Order is subject thereto, the "Equal Opportunity Clause" set forth in 41 CFR 60-1.4 and the "Affirmative Action Clauses" set forth in 41 CFR 60-250.4, 41 CFR 60-250.5 and 41 CFR 60-741.4 are also incorporated herein by reference. Seller's warranties shall run to Buyer, Buyer's customers and the ultimate consumers of the goods, and their respective successors and assigns. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or

nonconforming Goods and Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

14. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, managers, members, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods that was caused by the actions, inactions or negligence of Seller, or Seller's breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent. Buyer shall have the right to reasonably control the defense or settlement of any litigation actually brought or threatened against it without reducing Buyer's rights to be indemnified by Seller. All claims for sums due to Seller from Buyer under this purchase order shall be subject to deduction or setoff by Buyer until all losses giving rise to Seller's indemnification obligations hereunder are satisfied by Seller or otherwise resolved to the reasonable satisfaction of Buyer. Seller's indemnification obligations hereunder shall survive delivery and acceptance of goods. In furtherance of its obligations under this purchase order, Seller shall maintain, and deliver proper evidence thereof upon request, insurance with limits reasonably satisfactory to Buyer.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

16. Installation. In addition to Seller's indemnification obligations immediately above, if goods or equipment are to be fabricated, assembled, installed or services performed, in whole or in part, by Seller on Buyer's premises, Seller shall indemnify, defend and hold harmless Buyer from and against any and all losses resulting directly or indirectly from any actual or alleged injury to persons (including death) or property which occurs in connection with such work by Seller; provided, however, that Seller's obligation in this regard shall not apply to the extent that such losses are caused by Buyer's negligence or willful misconduct. In such case that Seller's employees or representatives are present performing work on Buyer's premises, Seller shall provide a certificate of insurance and shall keep such premises free and clear of all mechanics' and other liens or encumbrances and shall furnish or cause to be furnished such lien waivers, guarantees and related forms as may be reasonably requested by Buyer.

17. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances related to the sale of the Goods and Seller's obligations

under this Agreement. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

18. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any material term of this Agreement, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for conforming Goods received and accepted by Buyer prior to the termination.

19. Obligations Following Termination. Following termination of this Agreement, Buyer will pay to Seller in complete and final satisfaction of any and all liabilities relating to this Agreement, the Price for all conforming Goods ordered and/or received by Buyer prior to any notice of termination.

20. Limitation of Liability. NOTHING IN THIS ORDER SHALL EXCLUDE OR LIMIT (A) SELLER'S LIABILITY UNDER SECTIONS 13, 14, 15 AND 22 HEREOF, OR (B) SELLER'S LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT.

21. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer or business partner information, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. Any confidential information of Seller disclosed to Buyer in connection with this Purchase Order shall be clearly marked or otherwise identified as such at the time of disclosure, and Buyer shall not duplicate or disclose any such confidential information to others, except as required by law or agreed to in writing by Buyer. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

23. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) other similar unforeseen events beyond the reasonable control of the Impacted Party. The Impacted Party shall give prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon written notice.

24. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

25. Amendment and Modification. No change to this Agreement is binding upon Buyer unless it is in writing, specifically states that it amends this Agreement and is signed by an authorized representative of Buyer.

26. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

27. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

28. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

29. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the state courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties acknowledge that the venue of such courts for any disputes arising under this Purchase Order is proper and waive all objections to such jurisdiction and venue. Seller agrees that service of process may be made upon Seller by mail, postage prepaid, addressed to Seller's at the last known address known to Buyer. Seller and Buyer covenant to promptly notify the other of any action, suit, claim or threat of action of any kind arising hereunder about which their respective home offices or legal departments or attorneys in any way obtain actual knowledge.

30. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

31. Notices. All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

32. Severability. If any provision of this purchase order is held to be invalid, illegal, or otherwise unenforceable, then such provision shall be deemed modified to the extent necessary to make such provision enforceable, or, if not practicable, then deleted. The unenforceability of any portion of this Purchase Order shall not impair or affect the validity and enforceability of the remainder.

33. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Setoff, Warranties, General Indemnification, Intellectual Property Indemnification, Compliance with Law, Confidentiality, Governing Law, Submission to Jurisdiction and Survival. 8