

TECHNOLOGY LICENSE AGREEMENT

技术许可协议

THIS TECHNOLOGY LICENSE AGREEMENT (this “**Agreement**”), effective as of October 18, 2024 (the “**Effective Date**”), is by and between Hunan Chenyu Fuji New Energy Technology Co., Ltd., a Chinese limited liability company having a place of business at Building [REDACTED ADDRESS] (“**Licensor**”), and Graphite One Products Inc., a corporation incorporated under the laws of the State of Delaware, USA, having a place of business at [REDACTED ADDRESS] (“**Licensee**”). Each of Licensor and Licensee may be referred to herein as a “**Party**” and together as the “**Parties.**”

本技术许可协议（本“**协议**”）自 2024 年 10 月 18 日 起生效（以下简称“**生效日期**”），由湖南宸宇富基新能源科技有限公司（一家中国有限责任公司，营业地点位于中华人民共和国长沙市望城区金荣企业园普瑞西路 [REDACTED ADDRESS]（“**许可方**”）与 Graphite One Products Inc.（一家根据美国特拉华州法律注册成立的公司，营业地点位于 [REDACTED ADDRESS]（以下简称“**被许可方**”）签署。许可方和被许可方在此可分别称为“**一方**”，合称为“**双方**”。

RECITALS 序言

WHEREAS, Licensee is a graphite materials processing and supply company that intends to develop graphite processing facilities located in the United States and owned by wholly owned subsidiaries of Licensee (each, a “**G1 Plant**”) where Licensee will process graphite concentrates and other materials to produce finished anode materials for sale to third parties that use such anode materials as part of the anode for lithium-ion batteries;

鉴于，被许可方是一家石墨材料加工和供应公司，计划在美国开发石墨加工设施，该设施由被许可方的全资子公司拥有（每个工厂均为“**G1 工厂**”），被许可方将在该工厂加工石墨精矿和其他材料，以生产成品负极材料，出售给使用此类负极材料作为锂离子电池负极一部分的第三方；

WHEREAS, Licensor is a company headquartered in Jinrong Enterprise Park, Wangcheng District, Changsha City, China, that specializes in artificial graphite anode materials, natural graphite materials and silicon carbon for lithium-ion batteries;

鉴于，许可方是一家总部位于中国长沙市望城区金荣企业园的公司，专门从事人造石墨负极材料、天然石墨材料和锂离子电池用硅碳；

WHEREAS, Licensee’s principals and technical personnel have knowledge, skill, know-how and expertise in the processing of graphitic materials for use as anode materials, and Licensor’s principals and technical personnel have knowledge, skill, know-how and expertise in the process of coating and carbonizing precursors that have been processed such that the finished products may be sold as active anode materials into the supply chain for lithium-ion batteries;

9 鉴于，被许可方的负责人和技术人员具备加工石墨材料作为负极材料的知识、技能、诀窍和专长，而许可方的负责人和技术人员具备涂层和碳化前体工艺的知识、技能、

诀窍和专长，这些前体经过加工后，成品可以作为活性负极材料销售到锂离子电池的供应链中；

WHEREAS, subject to the terms and conditions of this Agreement, Licensor wishes to offer to Licensee a License (as defined herein) that, among other things, will permit Licensee to use Licensed Modification Methodologies (as defined herein) to manufacture anode materials using graphitic and other materials and to sell such anode materials into the supply chain for lithium-ion batteries, and Licensee wishes to accept the License on the terms and conditions set forth in this Agreement;

鉴于，根据本协议的条款和条件，许可方希望向被许可方提供许可（如本文所定义），除其他事项外，该许可将允许被许可方使用许可修改方法（如本文所定义）使用石墨和其他材料制造负极材料，并将此类负极材料销售到锂离子电池的供应链中，被许可方希望根据本协议规定的条款和条件接受许可；

WHEREAS, simultaneously with the execution of this Agreement, the Parties hereto, or their respective Affiliates (as defined herein), are entering into a certain consulting agreement, pursuant to which Licensor (referred to therein as Consultant) will provide Licensee (referred to therein as the Company) with consulting services regarding the configuration of one or more G1 Plants, the selection of manufacturing equipment and related materials to be purchased or leased by Licensee for use in such G1 Plants, and the construction and operation of such G1 Plants (the “**Consulting Agreement**”);

鉴于，在签署本协议的同时，本协议各方或其各自的关联公司（定义见本协议）正在订立某项咨询协议，根据该协议，许可方（以下简称“**顾问**”）将向被许可方（以下简称“**公司**”）提供有关一个或多个 G1 工厂的配置、被许可方将为此类 G1 工厂购买或租赁的制造设备和相关材料的选择，以及此类 G1 工厂的建设和运营的咨询服务（“**咨询协议**”）；

WHEREAS, after the execution of this Agreement, the Parties intend to enter into a certain supply agreement, pursuant to which Licensor (referred to therein as Supplier) will source, supply and sell to an Affiliate of Licensee (referred to therein as Purchaser) artificial graphite and certain precursor artificial graphite materials that such Affiliate of Licensee will then process into finished artificial graphite anode materials that may be sold into the supply chain for lithium-ion batteries (the “**Supply Agreement**”); and

鉴于本协议签署后，双方拟订立某项供应协议，根据该协议，许可方（在此称为供应商）将采购、供应和向许可方的关联方（在此称为购买方）销售人造石墨和某些前体人造石墨材料，该许可方的关联方随后将加工成成品人造石墨负极材料，可销售给锂离子电池的供应链（“**供应协议**”）；并且

WHEREAS, after the execution of this Agreement, if requested by Licensor, the Parties agree to negotiate in good faith the terms and conditions of a sales representative agreement (the “**Sales Rep Agreement**”) pursuant to which Licensor (to be referred to therein as Manufacturer) would appoint Licensee (to be referred to therein as Representative) to act as Licensor’s exclusive sales representative for the sale of components to and materials used in the manufacture of lithium-ion batteries that are supplied by Licensor (as Manufacturer) to customers in the Licensed Territory.

鉴于本协议签署后，如果许可方要求，双方同意真诚地协商销售代表协议（“**销售代表协议**”）的条款和条件，根据该协议，许可方（在此称为制造商）将任命许可方（在此称为代表）作为许可方的独家销售代表，负责销售许可方（作为制造商）向许可地区内客户供应的锂离子电池制造所用的组件和材料。

AGREEMENT 协议

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

因此，考虑到上述内容以及本协议中规定的各自陈述、保证、承诺和协议，以及出于其他合理且有价值的考虑，特此确认已收到并充分同意，双方特此同意如下：

1. DEFINITIONS.

1. 定义。

1.1 Definitions. Capitalized terms not otherwise defined or clear from their context shall have the meanings set forth below.

1.1 定义。未另行定义或上下文不明确的大写术语应具有以下含义。

(a) **“Affiliate”** means any corporation, limited liability company, other legal entity or individual which directly or indirectly controls, is controlled by, or is under common control with a Party. As used herein, **“control”** (including, with correlative meanings, the terms **“controlled by”** and **“under common control with”**) means the possession, directly or indirectly, of the power to direct or exercise a controlling influence over the management or policies of such entity, whether through the ownership of voting securities or by contract. Notwithstanding the foregoing, Licensor’s Affiliates include any corporation, limited liability company, other legal entity or individual that holds an equity interest in Licensor or that holds any rights in or to the Licensed Technology or the Licensed Patents; attached hereto as Exhibit D is a true and complete list of all Affiliates of Licensor as of the Effective Date.

(a) **“关联方”**是指直接或间接控制、受控制或与一方共同控制的任何公司、有限责任公司、其他法人实体或个人。如本文所述，**“控制”**（包括具有相关含义的术语**“受控制”**和**“共同控制”**）是指直接或间接拥有指导或对该实体的管理或政策施加控制影响的权力，无论是通过拥有投票证券还是通过合同。尽管有上述规定，许可方的关联公司包括持有许可方股权或持有许可技术或许可专利的任何权利的任何公司、有限责任公司、其他法人或个人；附件 D 是截至生效日期许可方所有关联公司的真实完整清单。

(b) **“Basic Licensed Products”** means final anode materials ready for sale to Licensee Customers for use in Energy Storage Devices that (i) are produced by Licensee or its Affiliates from Processed Anode Materials using, and in reliance on, the Licensed Technology and (ii) include any of the following characteristics: (A) single particle, (B) dual particle, (C) fast charging, and/or (D) blended products; as used herein, “in reliance on” means that, but for the provision of the Licensed Technology, Licensee or its Affiliates

would be unable to produce such final anode materials or such final anode materials would infringe Licensed Intellectual Property.

(b) “**基本许可产品**”是指可供许可方客户出售用于储能设备的最终负极材料，这些材料 (i) 由许可方或其关联公司使用并依赖许可技术从加工负极材料生产，并且 (ii) 包括以下任何特征：(A) 单颗粒子、(B) 二次粒子、(C) 快速充电和/或 (D) 混合产品；如本文所用，“依赖”是指，若非提供许可技术，许可方或其关联公司将无法生产此类最终负极材料，或此类最终负极材料将侵犯许可知识产权。

(c) “**Commencement of the G1 Ohio Plant**” means the date on which Licensee hires an engineering, procurement and construction management firm to assist with the design of the G1 Plant located in the State of Ohio, USA, pursuant to the terms of the Consulting Agreement.

(c) “**G1 俄亥俄工厂的开工日期**”是指根据咨询协议的条款，被许可方聘请工程、采购和施工管理公司协助设计位于美国俄亥俄州的 G1 工厂的日期。

(d) “**Derive**” and cognates thereof means to develop, make, invent, discover, create, synthesize, conceive, reduce to practice, design or result from, to be based upon or to otherwise generate (whether directly or indirectly, or in whole or in part).

(d) “**衍生**”及其同源词是指开发、制造、发明、发现、创造、合成、构思、付诸实践、设计或产生于、基于或以其他方式产生（无论是直接还是间接，全部还是部分）。

(e) “**Designated G1 Plant**” means the G1 Plant or G1 Plants identified in a Project Addendum as the plant in which Licensee will manufacture Licensed Products.

(e) “**指定 G1 工厂**”是指项目附录中确定的 G1 工厂或 G1 工厂，被许可方将在其中制造许可产品。

(f) “**Energy Storage Device**” means a lithium-ion battery that meets the Product Specifications and that, in each case, utilizes processed graphitic materials as the active anode material for the battery.

(f) “**储能设备**”是指符合产品规格的锂离子电池，并且在每种情况下，都使用加工过的石墨材料作为电池的活性负极材料。

(g) “**European Region**” means the United Kingdom, all members of the European Union as of the Effective Date and any new members added to the European Union after the Effective Date.

(g) “**欧洲地区**”是指英国、自生效日期起的所有欧盟成员国以及生效日期后加入欧盟的任何新成员国。

(h) “**G1 Ohio Plant**” means the G1 Plant to be located on approximately 85 acres of a 184 acre development site in Warren, Ohio identified as 1590 Warren Ave, parcel # 21-900815, commonly known as “Warren Depot.” The planned production capacity of the G1 Ohio Plant will be at least: (i) 25,000 tonnes per year (tpy) of active

anode materials, (ii) 1,000 tpy of development precursor material, and (iii) 25,000 tpy of precursor material.

(h) **“G1 俄亥俄州工厂”**是指位于俄亥俄州沃伦市 1590 Warren Ave, 地块编号 21-900815, 占地 184 英亩的开发用地中约 85 英亩的 G1 工厂, 该工厂通常被称为“沃伦仓库”。G1 俄亥俄州工厂的计划生产能力至少为: (i) 每年 25,000 吨活性负极材料, (ii) 每年 1,000 吨开发前体材料, 以及 (iii) 每年 25,000 吨前体材料。

(i) **“Input Materials”** means materials sourced by Licensee or its Affiliates for use in the process of manufacturing Licensed Products, including natural graphite, artificial graphite, composite graphite, coke, pitch, resin, soft carbon, hard carbon, silicon, in the form obtained by Licensee.

(i) **“投入材料”**是指被许可方或其关联方采购的用于制造许可产品过程的材料, 包括被许可方所获得形式的天然石墨、人造石墨、复合石墨、焦炭、沥青、树脂、软碳、硬碳、硅。

(j) **“Intellectual Property Rights”** means any or all of the following: (i) inventions (whether filed or patentable or not), patent disclosures, patent applications and patents; (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs), mask works, moral rights, and rights in data and databases; (iv) trade secrets and other confidential information; (v) know-how, methods and techniques; and (vi) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Laws in any jurisdiction throughout the world.

(j) **“知识产权”**是指以下任何或全部: (i)发明 (无论是否已提交或可获得专利)、专利披露、专利申请和专利; (ii)商标、服务标记、商品外观、商品名称、徽标、公司名称和域名, 以及与之相关的所有商誉; (iii)版权和可获得版权的作品 (包括计算机程序)、掩模作品、道德权利以及数据和数据库权利; (iv)商业秘密和其他机密信息; (v)专有技术、方法和技术; 以及 (vi) 所有其他知识产权, 无论是否注册, 包括此类权利的所有申请、续展或延期, 以及全球任何司法管辖区适用法律规定的所有类似或同等权利或保护形式。

(k) **“Laws”** means any and all international, federal, state and local laws, rules and regulations.

(k) **“法律”**是指任何和所有国际、联邦、州和地方法律、法规和规章。

(l) **“Licensed Intellectual Property”** means (i) the Licensed Patents and (ii) all other Intellectual Property Rights owned by Licensor or its Affiliates that describe or relate to Licensed Modification Methodologies and/or Licensed Technology.

(l) **“许可知识产权”**是指 (i) 许可专利和 (ii) 许可方或其关联方拥有的描述或涉及许可修改方法和/或许可技术的所有其他知识产权。

(m) **“Licensed Patents”** means (i) the patents and applications listed on Exhibit A, any foreign patent application corresponding thereto, and any divisional, continuation, continuation in part or reexamination application, and each patent that issues or reissues from any of these patent applications and (ii) if added by Licensee pursuant to Section 3.6, each Licensor Improvement Patents so added, any foreign patent application corresponding thereto, and any divisional, continuation, continuation in part or reexamination application, and each patent that issues or reissues from any of these patent applications.

(m) **“许可专利”**指 (i) 附件 A 所列的专利和申请、与其对应的任何外国专利申请、任何分案、延续、部分延续或重新审查申请、以及根据这些专利申请颁发或重新颁发的每项专利，以及 (ii) 如果被许可方根据第 3.6 条添加，则指每项添加的许可方改进专利、与其对应的任何外国专利申请、任何分案、延续、部分延续或重新审查申请、以及根据这些专利申请颁发或重新颁发的每项专利。

(n) **“Licensed Modification Methodologies”** means (i) methods and procedures developed by Licensor or its Affiliates for preparing Processed Anode Materials such that the resulting anode materials may be sold to Licensee Customers; (ii) all Licensor Improvements, and (iii) all Intellectual Property Rights in the foregoing; such methods and procedures include, among others, (A) applying pitch to Processed Graphite Materials; (B) coating such Processed Graphite Materials using mixing machines and other technology and equipment; and (C) carbonizing such coated Processed Graphite Materials using carbonizing kilns and other technology and equipment.

(n) **“许可修改方法”**指 (i) 许可方或其关联方为制备加工负极材料而开发的方法和程序，以便将所得负极材料出售给被许可方客户；(ii) 所有许可方改进，以及 (iii) 前述所有知识产权；此类方法和程序包括但不限于 (A) 将沥青应用于加工石墨材料；(B) 使用混合机和其他技术和设备对此类加工石墨材料进行涂覆；以及 (C) 使用碳化窑和其他技术和设备对此类涂覆的加工石墨材料进行碳化。

(o) **“Licensed Products”** means Basic Licensed Products and, if added to this Agreement pursuant to Section 2.3, Next Generation Licensed Products.

(o) **“许可产品”**是指基本许可产品，如果根据第 2.3 条添加到本协议中，则指下一代许可产品。

(p) **“Licensed Technology”** means the instructions, descriptions, formulas, specifications, drawings, sketches, models, samples, designs and other technical information provided by Licensor or its Affiliates in writing in connection with a Project that permit Licensee, its Affiliates and Sublicensees to use Licensed Modification Methodologies to produce Licensed Products that meet the Product Specifications.

(p) **“许可技术”**是指许可方或其关联方就项目以书面形式提供的说明、说明、公式、规格、图纸、草图、模型、样品、设计和其他技术信息，允许被许可方、其关联方和分许可方使用许可修改方法生产符合产品规格的许可产品。

(q) **“Licensed Territory”** means (i) the United States of America, including its territories, (ii) Mexico and (iii) Canada.

(q) “许可地区”是指 (i) 美利坚合众国（包括其领土）、(ii) 墨西哥和 (iii) 加拿大。

(r) “**Licensee Anode Processing Methodologies**” means (i) methods and procedures developed by Licensee or its Affiliates for processing Input Materials to produce anode active materials for lithium-ion batteries, (ii) all Licensee Improvements, and (iii) all Intellectual Property Rights in the foregoing; such methods and procedures include, among others, (A) screening Input Materials to separate specific size fractions for various applications; (B) spheronizing the Input Materials selected for anode applications by utilizing spinning mills and other equipment and technologies; (C) purifying such spheronized particles by applying high temperatures and chemical reagents in furnaces to reach established purity levels; (D) graphitizing Input Materials in high temperature furnaces; (E) coating such purified particles; (F) separating and screening such carbonized materials to remove non-conforming particles; and (G) packaging such final Processed Anode Materials for shipment and sale.

(r) “被许可方负极加工方法”是指 (i) 被许可方或其关联方为加工输入材料以生产锂离子电池负极活性材料而开发的方法和程序，(ii) 所有被许可方改进，以及 (iii) 前述所有知识产权；此类方法和程序包括但不限于：(A) 筛选输入材料以分离用于各种应用的特定尺寸部分；(B) 利用球形化机和其他设备和技术对选定用于负极应用的输入材料进行球形化；(C) 通过在炉中施加高温和化学试剂来纯化此类球形化颗粒以达到既定的纯度水平；(D) 在高温炉中对输入材料进行石墨化；(E) 涂覆此类纯化颗粒；(F) 分离和筛选此类碳化材料以去除不合格颗粒；以及 (G) 包装此类最终加工负极材料以供装运和销售。

(s) “**Licensee Customers**” means Energy Storage Device manufacturers that purchase Licensed Products from Licensee or its Affiliates.

(s) “被许可方客户”是指从被许可方或其关联方购买许可产品的储能设备制造商。

(t) “**Licensee Improvements**” means any and all improvements of Licensee Anode Processing Methodologies that are Derived after the Effective Date solely by Licensee and/or its Affiliates.

(t) “被许可方改进”是指在生效日期后仅由被许可方和/或其关联方获得的被许可方负极处理方法的任何和所有改进。

(u) “**Licensor Improvements**” means any and all improvements of the Licensed Modification Methodologies, including Licensed Technology, that are Derived after the Effective Date solely by Licensor and/or its Affiliates.

(u) “许可方改进”是指在生效日期后仅由许可方和/或其关联方获得的许可修改方法（包括许可技术）的任何和所有改进。

(v) “**Licensor Improvement Patents**” means patents and patent applications that claim Licensor Improvements.

(v) “许可方改进专利”是指声称许可方改进的专利和专利申请。

(w) **“Net Sales”** means the revenue actually received by Licensee or its Affiliates from the sale of Licensed Products to Licensee Customers for use in Energy Storage Devices during the Term and the Termination Transition Period, less (i) refunds given to such purchasers of Licensed Products, (ii) cost and expenses incurred by Licensee or its Affiliates in the shipment, transportation and delivery of Licensed Products to such Licensee Customers, including import and export duties, Taxes and fees, and (iii) any other deduction or set off permitted under this Agreement. Net Sales excludes any deposits or prepayments made by a Licensee Customer who purchases of Licensed Products prior to final acceptance of the materials and any payments for services performed by Licensee or its Affiliates, including R&D testing and support, provided that such deposits and prepayments will be treated as Net Sales when Licensee recognizes the deposits and prepayments as revenue in accordance with its accounting practices.

(w) **“净销售额”**是指许可方或其关联方在期限和终止过渡期内向许可方客户销售用于储能设备的许可产品实际获得的收入，减去 (i) 给予此类许可产品购买者的退款，(ii) 许可方或其关联方在向此类许可方客户装运、运输和交付许可产品过程中产生的成本和费用，包括进出口关税、税费和费用，以及 (iii) 本协议允许的任何其他扣除或抵销。净销售额不包括许可方客户在最终验收材料之前购买许可产品时支付的任何定金或预付款，以及许可方或其关联方提供的任何服务（包括研发测试和支持）的付款，但当许可方根据其会计惯例将定金和预付款确认为收入时，此类定金和预付款将被视为净销售额。

(x) **“Next Generation Licensed Products”** means advanced final anode materials ready for sale to Licensee Customers for use in Energy Storage Devices that (i) are produced by Licensee or its Affiliates from Processed Anode Materials using, and in reliance on, the Licensed Technology and (ii) are not Basic Licensed Products; as used herein, “in reliance on” means that, but for the provision of the Licensed Technology, Licensee or its Affiliates would be unable to produce such final anode materials or such final anode materials would infringe Licensed Intellectual Property.

(x) **“下一代许可产品”**是指可供许可方客户出售用于储能设备的先进最终负极材料，这些材料 (i) 由许可方或其关联方使用并依赖许可技术从加工负极材料生产，并且 (ii) 不是基本许可产品；如本文所用，“依赖”是指，若非提供许可技术，许可方或其关联方将无法生产此类最终负极材料，或此类最终负极材料将侵犯许可知识产权。

(y) **“Processed Anode Materials”** means the materials produced by Licensee or its Affiliates by applying Licensee Anode Processing Methodologies to Input Materials, such that these materials are ready for further processing, including the application of Licensed Technology to produce finished Licensed Products.

(y) **“加工负极材料”**是指被许可方或其关联方通过将许可方负极加工方法应用于输入材料而生产的材料，这些材料已准备好进行进一步加工，包括应用许可技术生产最终许可产品。

(z) **“Product Specifications”** means the features, capabilities, requirements and other specifications provided by a Licensee Customer that determine the final anode materials required for use in such Licensee Customer’s Energy Storage Device.

(z) **“产品规格”**是指许可方客户提供的特性、能力、要求和其他规格，这些规格决定了此类许可方客户储能设备所需的最终负极材料。

(aa) **“Project”** means a project relating to the production of one or more Licensed Products, including the provision by Licensor of Licensed Technology that will produce Licensed Products that meet the Product Specifications.

(aa) “项目”是指与生产一个或多个许可产品有关的项目，包括许可方提供许可技术，以生产符合产品规格的许可产品。

(bb) **“Project Addendum”** means an addendum to this Agreement in the form attached hereto as Exhibit B, by and between the Parties that describes the details of a Project.

(bb) “项目附录”是指双方以附件 B 形式签署的本协议附录，其中描述了项目的详细信息。

(cc) **“Restricted Regions”** means the European Region and the Kingdom of Saudi Arabia.

(cc) “限制地区”是指欧洲地区和沙特阿拉伯王国。

(dd) **“Tax”** means any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a governmental agency, together with interest, penalties, charges, fees or other amounts (if any) imposed or made on or in respect of the above.

(dd) “税款”是指政府机构征收或征收的任何税款、征税、进口税、扣除、收费、税率、关税、强制贷款或预扣税，以及对上述项目征收或产生的利息、罚款、收费、费用或其他金额（如果有）。

2. OVERVIEW; PROJECTS.

2. 概述；项目。

2.1 Scope and Purpose. Under this Agreement, the Parties contemplate certain Projects under one (1) or more Project Addendums whereby, pursuant to the terms of this Agreement, Licensee will provide Product Specifications to Licensor, and Licensor will develop and supply to Licensee Licensed Technology that will permit Licensee to manufacture Licensed Products that meet the Product Specifications.

2.1 范围和目的。根据本协议，双方根据一份 (1) 或多份项目附录考虑某些项目，根据本协议的条款，被许可方将向许可方提供产品规格，许可方将开发并向被许可方提供许可技术，使被许可方能够制造符合产品规格的许可产品。

2.2 Projects; Project Addendums for Basic Licensed Products. From time to time during the Term, Licensee may notify Licensor in writing that it wishes to supply Basic Licensed Products not already covered by a Project Addendum to one or more Licensee Customers for use in such Licensee Customer’s Energy Storage Devices (a **“New Project Notice”**). Each New Project Notice will describe the new Project in reasonable detail, including all relevant details of the Product Specifications for the Basic Licensed Products to be supplied and the Designated G1 Plant or plants where such Basic Licensed Product will be made. Promptly after the delivery of a New Project Notice, the Parties shall enter into a Project Addendum that identifies the Basic

Licensed Products to be manufactured and describes in reasonable detail the Licensed Technology to be developed by Licensor and the target delivery date for providing such Licensed Technology. All such Project Addendums must be in writing, executed by duly authorized representatives of both Parties. Each Project Addendum will be subject to and exclusively governed by the terms and conditions of this Agreement; provided, however, that in the event of a direct conflict between a Project Addendum and a particular term or condition contained in this Agreement, the Agreement will prevail unless the Project Addendum expressly amends a particular section of this Agreement, in which case such provisions will control for such Project Addendum only. All references to "Agreement" herein include each Project Addendum except where the context dictates otherwise.

2.2 项目；基本许可产品的项目附录。在期限内，被许可方可不时以书面形式通知许可方，其希望向一个或多个被许可方客户提供项目附录尚未涵盖的基本许可产品，以供此类被许可方客户的储能设备使用（“**新项目通知**”）。每份新项目通知都将以合理的细节描述新项目，包括将要供应的基本许可产品的产品规格的所有相关细节以及将生产此类基本许可产品的指定 G1 工厂。在发出新项目通知后，双方应立即签署项目附录，其中应确定要生产的基本许可产品，并合理详细地描述许可方将开发的许可技术以及提供此类许可技术的目标交付日期。所有此类项目附录必须以书面形式，由双方正式授权的代表签署。每份项目附录均受本协议条款和条件的约束和专门管辖；但是，如果项目附录与本协议中的特定条款或条件直接冲突，则以本协议为准，除非项目附录明确修订本协议的特定部分，在这种情况下，此类条款仅适用于此类项目附录。除非上下文另有规定，否则本文中对“协议”的所有引用均包括每份项目附录。

2.3 Next Generation Licensed Products.

2.3 下一代许可产品。

(a) From time to time during the Term, (i) Licensor may notify Licensee in writing that it has developed technology that would permit Licensee to make and sell Next Generation Licensed Products to Licensee Customers in the Licensed Territory (a "**Licensor Next Generation Product Notice**") and/or (ii) Licensee may notify Licensor in writing that it wishes to engage Licensor to develop and license technology that would permit Licensee to make and sell Next Generation Licensed Products to Licensee Customers in the Licensed Territory (a "**Licensee Next Generation Product Notice**" and together with the Licensor Next Generation Product Notice, a "**Next Generation Product Notice**"). Each Next Generation Product Notice will describe the advanced anode materials in reasonable detail, including the features and characteristics of the proposed Next Generation Licensed Product.

(a) 在期限内，(i) 许可方可不时书面通知被许可方，其已开发出可允许被许可方在许可地区内制造和向被许可方客户销售下一代许可产品的技术（“**许可方下一代产品通知**”）和/或 (ii) 被许可方可不时书面通知许可方，其希望聘请许可方开发和许可可允许被许可方在许可地区内制造和向被许可方客户销售下一代许可产品的技术（“**被许可方下一代产品通知**”，与许可方下一代产品通知合称为“**下一代产品通知**”）。每份下一代产品通知都将以合理的细节描述先进的负极材料，包括拟议的下一代许可产品的功能和特性。

(b) Within seven (7) days after the delivery of a Licensor Next Generation Product Notice, Licensee shall notify Licensor in writing whether it wishes to add the proposed Next Generation Licensed Product to this Agreement; and/or within a reasonable time after the delivery of a Licensee Next Generation Product Notice (not to

exceed thirty (30) days), Licensor shall confirm in writing that it has the capabilities to develop and license the requested technology (any such response to a Next Generation Product Notice shall be referred to as a “**Next Generation Product Response**”). After a Party provides a Next Generation Product Response, the Parties shall negotiate in good faith for a period of thirty (30) days (or such longer period as the Parties may agree upon in writing) the terms and conditions of a new Project Addendum. In addition to the terms set forth in Section 2.2, the Project Addendum for the proposed Next Generation Product will include a reasonable royalty rate (taking into account the nature of the advanced anode materials, the expected Licensed Technology for the proposed Next Generation Licensed Product and the protection afforded under the Intellectual Property Rights that would cover the proposed Next Generation Licensed Product) and any appropriate milestone fees tied to the successful testing and launch of the proposed Next Generation Licensed Product.

(b) 在许可方下一代产品通知交付后七 (7) 天内，被许可方应书面通知许可方是否希望将拟议的下一代许可产品添加到本协议中；和/或在向被许可方提供下一代产品通知后的合理时间内（不超过三十 (30) 天），许可方应书面确认其有能力开发和许可所请求的技术（对下一代产品通知的任何此类回应应称为“**下一代产品回应**”）。一方提供下一代产品回应后，双方应在三十 (30) 天（或双方书面同意的更长期限）内真诚协商新项目附录的条款和条件。除了第 2.2 条规定的条款外，拟议的下一代产品的项目附录还将包括合理的专利费率（考虑到先进负极材料的性质、拟议的下一代许可产品的预期许可技术以及涵盖拟议的下一代许可产品的知识产权所提供的保护）以及与成功测试和推出拟议的下一代许可产品相关的任何适当的里程碑费用。

(c) If the Parties execute a Project Addendum for the proposed Next Generation Licensed Product, Licensee will have the exclusive right to make and sell the Next Generation Licensed Product in the Licensed Territory in accordance with the terms and conditions of this Agreement, and the corresponding technology delivered by Licensee will be Licensed Technology for all purposes under this Agreement.

(c) 如果双方就拟议的下一代许可产品签署了项目附录，则被许可方将拥有根据本协议的条款和条件在许可地区制造和销售下一代许可产品的独家权利，并且被许可方交付的相应技术将成为本协议项下所有目的的许可技术。

(d) If, following a Licensor Next Generation Product Notice, the Parties are unable to agree to the terms and conditions for a Project Addendum adding the proposed Next Generation Licensed Product to this Agreement within thirty (30) days after Licensee provides its Next Generation Product Response, Licensor may offer the proposed Next Generation Licensed Product to other third parties in the Licensed Territory, but only on terms that are no more favorable to the licensee as the final terms offered by Licensee. If, following a Licensee Next Generation Product Notice, the Parties are unable to agree to the terms and conditions for a Project Addendum adding the proposed Next Generation Licensed Product to this Agreement within thirty (30) days after Licensor provides its Next Generation Product Response, Licensor may not offer the proposed Next Generation Product unless it subsequently delivers a Licensor Next Generation Product Notice in accordance with this Section 2.3.

(d) 如果在许可方发出下一代产品通知后，双方未能在被许可方提供其下一代产品回复后三十 (30) 天内就将拟议的下一代许可产品添加到本协议的项目附录的条款和条

件达成一致，则许可方可在许可地区内向其他第三方提供拟议的下一代许可产品，但前提是该等条款对被许可方而言不得比被许可方提供的最终条款更为有利。如果在被许可方发出下一代产品通知后，双方未能在许可方提供其下一代产品回复后三十 (30) 天内就将拟议的下一代许可产品添加到本协议的项目附录的条款和条件达成一致，则许可方不得提供拟议的下一代产品，除非其随后根据本第 2.3 条的规定向许可方提供下一代产品通知。

(e) Licensor agrees that it will not offer to license its Intellectual Property Rights or transfer any technology to permit a party to make and sell advanced anode materials that would constitute Next Generation Licensed Products in the Licensed Territory and that it will not itself make and sell such advanced anode materials in the Licensed Territory except in compliance with this Section 2.3.

(e) 许可方同意，其不会提供其知识产权的许可或转让任何技术以允许一方在许可地区内制造和销售构成下一代许可产品的先进负极材料，且其本身不会在许可地区内制造和销售此类先进负极材料，除非符合本第 2.3 条的规定。

2.4 Technology Transfer. Licensor shall use best efforts to deliver the Licensed Technology required under each Project Addendum on or before the target delivery date set forth in such Project Addendum. Licensor shall deliver Licensed Technology in a form that would permit a person reasonably trained and skilled in the manufacture of components for lithium-ion batteries to understand and implement the processes described therein. Licensed Technology will be written in the English language and, if requested by Licensee, with translations into the Chinese language. After receipt of the initial transfer of Licensed Technology, Licensee shall review such materials. After its initial review, upon written notice to Licensor (email is sufficient), Licensee may, in its reasonable discretion, request supplements and revisions to the Licensed Technology. Once the draft Licensed Technology is ready for testing, Licensee shall prepare sample anode materials using such draft Licensed Technology and test the results for conformity to the Product Specifications. If Licensee determines, in its reasonable discretion, that the Licensed Technology does not reliably produce Licensed Products that conform to the Product Specifications, the Parties will meet and confer (which meeting may be in person at the Designated G1 Plant). Thereafter, Licensor shall revise and re-deliver the Licensed Technology for further review and testing and shall provide reasonable assistance until the Licensed Technology reliably produces Licensed Products that conform to the Product Specifications. All of the actions by Licensor under this Section 2.4 (“**Technology Transfer**”) are and will be provided in full consideration for the obligation to pay Royalties hereunder and are not “Services” under the Consulting Agreement. Licensee may request that Licensor provide Services to implement the Licensed Technology at a Designated G1 Plant (for example, changes to the configuration of the equipment in the Designated G1 Plant, purchase and installation of new equipment in the Designated G1 Plant and/or modifications to the physical plant of the Designated G1 Plant) in accordance with the terms and conditions of the Consulting Agreement.

2.4 技术转让。许可方应尽最大努力在项目附录规定的目标交付日期或之前交付每个项目附录所要求的许可技术。许可方应以允许在锂离子电池部件制造方面受过合理培训和熟练的人员理解和实施其中描述的流程的形式交付许可技术。许可技术将以英文书写，如果被许可方要求，则应翻译成中文。在收到许可技术的初始转让后，被许可方应审查此类材料。初次审查后，许可方可向许可方发出书面通知（电子邮件即可），并可自行合理酌情要求对许可技术进行补充和修订。许可技术草案准备好进行测试后，许可方应使用该许可技术草案制备负极材料样品，并测试结果是否符合产品规格。如果许可方自行合理酌情确定许可技术无法可靠地生产出符合产品规格的许可产品，则双方将举行会议并进行协商（会议可在指定的 G1 工厂亲自举行）。此后，许可

方应修订并重新交付许可技术以供进一步审查和测试，并提供合理协助，直至许可技术能够可靠地生产出符合产品规格的许可产品。许可方根据本第 2.4 条（“**技术转让**”）采取的所有行动均将作为根据本协议支付特许权使用费义务的充分考虑，并非咨询协议项下的“服务”。被许可方可要求许可方提供服务，以便根据咨询协议的条款和条件在指定 G1 工厂实施许可技术（例如，更改指定 G1 工厂的设备配置、在指定 G1 工厂购买和安装新设备和/或对指定 G1 工厂的物理工厂进行修改）。

3. LICENSE GRANT BY LICENSOR.

3. 许可方授予许可。

3.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term and the Termination Transition Period (as such terms are defined below), a worldwide, royalty-bearing, non-sublicensable (except as permitted under Section 3.5) and non-transferable (except as permitted under Section 15.1) license, under the Licensed Intellectual Property and using the Licensed Technology, (i) to make and have made, Licensed Products and (ii) to import, export, distribute, promote, offer for sale, sell and use such Licensed Products worldwide (the “**License**”).

3.1 **授予许可。**根据本协议的条款和条件，许可方特此授予被许可方在期限和终止过渡期（这些术语定义如下）内，在许可知识产权下并使用许可技术，在世界范围内、享有专利权、不可再许可（第 3.5 条允许的除外）和不可转让（第 15.1 条允许的除外）的许可，（i）制造和已制造许可产品，以及（ii）在世界范围内进口、出口、分销、推广、出售、销售和使用此类许可产品（“**许可**”）。

3.2 **Exclusivity.** Subject to Licensor’s reserved rights in Section 3.4, the License granted under Section 3.1(i) is exclusive in the Licensed Territory (even as to Licensor), and the License granted under Section 3.1(ii) is exclusive in the Licensed Territory (even as to Licensor) and non-exclusive outside of the Licensed Territory. As used herein, “**exclusive**” means that Licensor shall not, and shall ensure that its Affiliates do not, exercise any portion of the License in the Licensed Territory or grant any license or to any third party to exercise any portion of the License in the Licensed Territory. For avoidance of doubt, Licensor may grant licenses to third parties in the Licensed Territory that permit such licensee(s) to make and sell advanced anode materials that would constitute Next Generation Licensed Products and may itself make and sell such anode products so long as Licensor first offers to permit such advanced anode materials to be added to this Agreement as a Next Generation Licensed Product in compliance with Section 2.3.

3.2 **排他性。**根据第 3.4 条，许可方保留权利的前提下，根据第 3.1(i) 条授予的许可在许可地区内具有排他性（即使对许可方而言也是如此），而根据第 3.1(ii) 条授予的许可在许可地区内具有排他性（即使对许可方而言也是如此），在许可地区外则为非排他性。此处使用的“**排他性**”是指许可方不得在许可地区内行使许可的任何部分，或授予任何许可或向任何第三方授予在许可地区内行使许可的任何部分的许可，且应确保其关联方不会在许可地区内行使许可的任何部分。为避免疑问，许可方可在许可地区内向第三方授予许可，允许此类被许可方制造和销售构成下一代许可产品的先进负极材料，并可自行制造和销售此类负极产品，只要许可方首先提出允许将此类先进负极材料作为下一代许可产品添加到本协议，并符合第 2.3 条的规定。

3.3 **Designated Plants.** Licensee agrees to manufacture Licensed Products only at the Designated G1 Plant or plants identified in the applicable Project Addendum. Licensee may

change the Designated G1 Plant or plants and may add additional Designated G1 Plants with the prior written consent of Licensor (not to be unreasonably withheld). Notwithstanding the foregoing, Licensee may delegate portions of the manufacturing process to its Affiliates and Sublicensees, including use of the Licensed Technology, so long as the manufacturing process occurs substantially at the Designated G1 Plant or plants.

3.3 指定工厂。被许可方同意仅在适用项目附录中确定的指定 G1 工厂生产许可产品。被许可方可在事先获得许可方书面同意（不得无理拒绝）的情况下更改指定 G1 工厂并可添加其他指定 G1 工厂。尽管有上述规定，被许可方可将部分制造流程委托给其关联公司和分许可方，包括使用许可技术，只要制造流程主要在指定 G1 工厂进行。

3.4 Licensor's Reserved Rights. Subject to the additional terms of this Section 3.4, Licensor reserves the right to market and sell Competing Anode Materials (as such term is defined below) that are manufactured by Licensor outside of the Licensed Territory directly to manufacturers of Energy Storage Devices located in the Licensed Territory. Licensor's reserved rights under this Section 3.4 are conditioned upon (a) Licensor's appointment of Licensee as the exclusive sales representative in the Licensed Territory at all times during the Term and the Termination Transition Period for the sale of Competing Anode Materials; (b) the Parties' negotiation of a mutually agreed-upon Sales Rep Agreement; and (c) Licensor's continued compliance with all of the terms and conditions of the Sales Rep Agreement.

3.4 许可方的保留权利。根据本第 3.4 条的附加条款，许可方保留向位于许可地区内的储能设备制造商直接营销和销售许可方在许可地区外生产的竞争负极材料（该术语定义如下）的权利。许可方根据本第 3.4 条保留的权利以下列条件为条件：(a) 许可方在期限和终止过渡期内始终任命被许可方为许可地区内销售竞争负极材料的独家销售代表；(b) 双方就双方同意的销售代表协议进行谈判；(c) 许可方继续遵守销售代表协议的所有条款和条件。

3.5 Rights to Sublicense. Licensee may grant sublicenses of the License, through multiple tiers, to: (a) Licensee's Affiliates and (b) with the prior written consent of Licensor (not to be unreasonably withheld), contractors, subcontractors and other third parties that require such rights (each, a "**Sublicensee**"). All licenses granted by Licensee to a Sublicensee or by a Sublicensee to a sub-Sublicensee shall be pursuant to a written agreement that, at minimum, includes obligations of confidentiality that are consistent with the obligations set forth in Section 9.

3.5 再许可权利。被许可方可通过多个层级向以下各方授予许可证的再许可：(a) 被许可方的关联方和 (b) 经许可方事先书面同意（不得无理拒绝）的承包商、分包商和其他需要此类权利的第三方（各称为“再许可方”）。被许可方授予再许可方或再许可方授予再再许可方的所有许可均应遵守书面协议，该协议至少应包括与第 9 条规定的义务一致的保密义务。

3.6 Licensor Improvement Patents. Licensor shall notify Licensee in writing if, during the Term, Licensor or any Affiliate intends to file, files or has filed an application for a Licensor Improvement Patent, describing in reasonable detail the nature of the Licensor Improvement Patent (a "**New Licensor Improvement Patent Notice**"). Licensee may elect to include such Licensor Improvement Patent as part of the Licensed Patents, without additional fee or expense to Licensee, by notifying Licensor in writing within one (1) year after the date on which the New Licensor Improvement Patent Notice is received by Licensee. During such period, Licensor shall not, directly or indirectly, and shall not permit any Affiliate, to grant any right or license under the Licensor Improvement Patent that is the subject of a New Licensor Improvement Patent Notice to any third party in the Licensed Territory.

3.6 **许可方改进专利。**如果在许可期限内，许可方或任何关联方打算提交、提交或已经提交许可方改进专利的申请，许可方应书面通知被许可方，并合理详细地描述许可方改进专利的性质（“**新许可方改进专利通知**”）。被许可方可选择将此类许可方改进专利纳入许可专利的一部分，而无需向被许可方支付额外费用或开支，只需在被许可方收到新许可方改进专利通知之日起一 (1) 年内以书面形式通知许可方即可。在此期间，许可方不得直接或间接地向许可地区内的任何第三方授予新许可方改进专利通知所涵盖的许可方改进专利项下的任何权利或许可，也不得允许任何关联方授予此类权利或许可。

3.7 **Rights of First Negotiation Regarding Restricted Regions.** 关于限制地区的优先谈判权。

(a) If, during the Term, (i) Licensor wishes or intends to, under the Licensed Intellectual Property to a third party (other than Affiliates) in the Restricted Regions, grant any right or license and/or to use the Licensed Technology, or (ii) Licensor receives from a third party in the Restricted Regions a bona fide offer to exercise rights under the Licensed Intellectual Property and/or to use the Licensed Technology and Licensor wishes or intends to engage with such third party in discussions or otherwise proceed (each, a “**Licensor Business Opportunity**”), then Licensor shall promptly notify Licensee in writing, describing in reasonable detail the nature of the Licensor Business Opportunity. If the notice is given following a bona fide offer from a third party, such notice will include the material terms of such bona fide offer.

(a) 如果在期限内，(i) 许可方希望或打算根据许可知识产权向第三方（关联方除外）在受限区域授予任何权利或许可和/或使用许可技术，或 (ii) 许可方收到第三方在受限区域提出的行使许可知识产权项下的权利和/或使用许可技术的善意要约，且许可方希望或打算与该第三方进行讨论或以其他方式进行（每项均称为“**许可方商业机会**”），则许可方应立即以书面形式通知被许可方，合理详细地描述许可方商业机会的性质。如果通知是在第三方提出善意要约后发出的，则该通知将包括该善意要约的实质性条款。

(b) If, during the Term, (i) Licensee wishes or intends to take a license from a third party (other than Affiliates) to manufacture and sell anode materials in the Restricted Regions under Intellectual Property Rights owned by the third party or (ii) Licensee receives a bona fide offer from a third party to take a license from a third party (other than Affiliates) to manufacture and sell anode materials in the Restricted Regions under Intellectual Property Rights owned by the third party, and Licensee wishes or intends to engage with such third party in discussions or otherwise proceed (each, a “**Licensee Business Opportunity**”), then Licensee shall promptly notify Licensor in writing, describing in reasonable detail the nature of the Licensee Business Opportunity. If the notice is given following a bona fide offer from a third party, such notice will include the material terms of such bona fide offer. As used herein, “Business Opportunity” means, as applicable, a Licensor Business Opportunity or a Licensee Business Opportunity.

(b) 如果在期限内，(i)被许可方希望或打算从第三方（除关联方外）获得许可，以在第三方拥有的知识产权下在限制地区制造和销售负极材料，或(ii)被许可方收到第三方的善意要约，要求从第三方（除关联方外）获得许可，以在第三方拥有的知识产权下在限制区域制造和销售负极材料，并且被许可方希望或打算与该第三方进行讨论或以其他方式进行（每项均为“**被许可方商业机会**”），则被许可方应立即以书面形式通知许可方，合理详细地描述被许可方商业机会的性质。如果通知是在第三方善意要约之后发出的，则该通

知将包括该善意要约的实质性条款。如本文所用，“商业机会”是指许可方商业机会或被许可方商业机会（视情况而定）。

(c) If a Party gives notice of a Business Opportunity, the Parties shall negotiate in good faith for a period of not less than thirty (30) days (the “**Initial Negotiation Period**”) to finalize a mutually agreeable, non-binding term sheet that sets forth the material terms and conditions on which the Parties would pursue such Business Opportunity; and if the Parties mutually agree upon such a non-binding term sheet, the Parties shall then negotiate for an additional period of not less than thirty (30) days (the “**Second Negotiation Period**”) to execute and deliver a definitive agreement pursuant to which the Parties will pursue such Business Opportunity. The Initial Negotiation Period and the Second Negotiation Period may be extended by the Parties by mutual written agreement.

(c) 如果一方通知了商业机会，双方应本着诚意进行为期不少于三十 (30) 天（“**初始谈判期**”）的谈判，以最终确定双方均同意的、不具约束力的条款清单，其中列明双方寻求此类商业机会的实质性条款和条件；如果双方就此类不具约束力的条款清单达成一致，双方应再进行为期不少于三十 (30) 天的谈判（“**第二谈判期**”），以签署并交付最终协议，双方将据此寻求此类商业机会。双方可通过书面协议延长初始谈判期和第二谈判期。

(d) If the Parties are unable to reach mutual agreement on a term sheet for the Business Opportunity prior to the last day of the Initial Negotiation Period or to execute and deliver a definitive agreement for the Business Opportunity prior to the last day of the Second Negotiation Period, then (i) Licensor may pursue the Licensor Business Opportunity on terms and conditions no more favorable to the third party than the most favorable terms offered to Licensee during the negotiations or, if more applicable, offered by the third party in the bona fide offer, and (ii) Licensee may pursue the Licensee Business Opportunity on terms and conditions no more favorable to the third party than the most favorable terms offered to Licensor during the negotiations or, if more applicable, offered by the third party in the bona fide offer.

(d) 如果双方未能在初始谈判期最后一天之前就商业机会的条款清单达成一致，或未能在第二次谈判期最后一天之前就商业机会签署并交付最终协议，则 (i) 许可方可以不比谈判期间向被许可方提供的最优惠条款（或第三方在真实要约中提供的更优惠条款）更有利的条款和条件寻求许可方商业机会；以及 (ii) 被许可方可以不比谈判期间向许可方提供的最优惠条款（或第三方在真实要约中提供的更优惠条款）更有利的条款和条件寻求被许可方商业机会。

(e) Notwithstanding Section 3.7(d), (i) if Licensor fails to enter into a definitive agreement with a third party for a Licensor Business Opportunity within one hundred eighty (180) days after the last day of the Initial Negotiation Period or Second Negotiation Period (as applicable) and/or (ii) if Licensee fails to enter into a definitive agreement with a third party for a Licensee Business Opportunity within one hundred eighty (180) days after the last day of the Initial Negotiation Period or Second Negotiation Period (as applicable), then Licensor’s and Licensee’s obligations under this Section 3.7 (as applicable) shall apply to each such Business Opportunity that arises thereafter. For avoidance of doubt, this Section 3.7 will not apply to Licensor or Licensee, if such Party wishes to manufacture and sell anode materials in the Restricted Regions directly or through its Affiliates.

(e) 尽管有第 3.7(d) 条的规定, (i) 如果许可方未能在初始谈判期或第二谈判期 (视情况而定) 最后一天后的一百八十 (180) 天内与第三方就许可方业务机会达成最终协议, 和/或 (ii) 如果被许可方未能在初始谈判期或第二谈判期 (视情况而定) 最后一天后的一百八十 (180) 天内与第三方就被许可方业务机会达成最终协议, 则许可方和被许可方在本第 3.7 条 (视情况而定) 下的义务应适用于此后产生的每个此类业务机会。为避免疑义, 如果许可方或被许可方希望直接或通过其关联方在限制地区制造和销售负极材料, 则本第 3.7 条不适用于该方。

4. FINANCIAL TERMS.

4. 财务条款。

4.1 Royalty Payments. In consideration for the licenses and other rights granted to Licensee under this Agreement, Licensee shall pay Licensor the Royalty Payments, as determined in accordance with Exhibit C and any Royalty Payments and Milestone Payments set forth on each Project Addendum for a Next Generation Product. Capitalized terms used in this Section 4.1 are defined on Exhibit C or will be defined in each Project Addendum.

4.1 特许权使用费。 考虑到根据本协议授予被许可方的许可和其他权利, 被许可方应向许可方支付特许权使用费, 具体金额根据附件 C 以及下一代产品的每个项目附录中规定的任何特许权使用费和里程碑付款确定。本第 4.1 条中使用的大写术语在附件 C 中定义, 或将在每个项目附录中定义。

4.2 Payment Terms. All payments required under this Section 4, Exhibit C and each Project Addendum for a Next Generation Product will be made in U.S. dollars payable to Licensor using payment information provided by Licensor in writing. Royalty Payments under Exhibit C and each Project Addendum for a Next Generation Product will be due and payable on a quarterly basis, if at all, on or before the last calendar day in the months of April, July, October and January following the calendar quarter in which the Royalty Payment accrued (or, if later, the first Business Day following such date). If Licensee fails to pay any undisputed Royalty Payments when due, Licensor shall have the right to assess late charges in an amount equal to the lesser of 1.5% per month or the maximum allowable under applicable law. If Licensee in good faith disputes any Royalty Payments, Licensee shall notify Licensor in writing, the Parties agree to work together in good faith to resolve the dispute in a prompt and expeditious manner.

4.2 付款条款。 本第 4 条、附件 C 和下一代产品的每个项目附录要求的所有付款将以美元支付给许可方, 并使用许可方书面提供的付款信息。附件 C 和下一代产品的每个项目附录项下的特许权使用费应按季度到期并支付, 如有, 则应在特许权使用费产生季度后的 4 月、7 月、10 月和 1 月的最后一天或之前支付 (或, 如果较晚, 则在该日期之后的第一个工作日)。如果被许可方未能按时支付任何无争议的特许权使用费, 许可方有权评估滞纳金, 金额等于每月 1.5% 或适用法律允许的最高金额 (以较低者为准)。如果被许可方真诚地对任何特许权使用费提出异议, 被许可方应以书面形式通知许可方, 双方同意真诚合作, 迅速、迅速地解决争议。

4.3 Royalty Reports. Simultaneously with its delivery of Royalty Payments under Section 4.2, Licensee shall deliver to Licensor a Royalty Report with the information required under Exhibit C.

4.3 特许权使用费报告。在根据第 4.2 条交付特许权使用费的同时，被许可方应向许可方交付特许权使用费报告，其中包含附件 C 要求的信息。

4.4 Exchange Rate. When Licensed Products are sold by Licensee or its Affiliates for monies other than United States dollars, the exchange rate shall be determined based on the appropriate exchange rate between the country in which Licensed Products were purchased and the U.S., as printed in the U.S. Edition of the Wall Street Journal or equivalent successor (absent manifest error therein) on the last business day of the month during which Licensee records the purchase for accounting purposes.

4.4 汇率。当被许可方或其关联方以美元以外的货币出售许可产品时，汇率应根据购买许可产品的国家与美国之间的适当汇率确定，该汇率应刊登在被许可方为会计目的记录购买的月份的最后一个工作日的《华尔街日报》美国版或同等后续版本（其中不存在明显错误）上。

4.5 Records and Audits. During the Term and the Termination Transition Period and for five (5) years thereafter, Licensee and its Affiliates will keep or cause to be kept, books, records and accounts that contain all information reasonably necessary for the determination of Royalty Payments payable under this Agreement (“**Records**”). Licensee agrees to permit, and shall require each of its Affiliates to permit, an independent third-party representative of Licensor to audit, no more than once per calendar year and during regular business hours all Records as may be necessary to determine Licensee’s determination of Royalty Payments due to Licensor in the prior calendar year. Licensor’s representative shall be entitled to make copies and extracts from the Records. Licensee shall reimburse Licensor for the out-of-pocket cost of Licensor’s audit if the audit reveals an underpayment in excess of ten percent (10%) of the amount actually due since the last such audit (or the Effective Date if no such audit has been performed). If, upon inspection of the Records of Licensee or its Affiliates, it is determined that Licensee’s payments due under this Agreement were deficient, then Licensee shall pay over the additional amount due with the Royalty Payment required within thirty (30) days following such determination, and if, upon such inspection of the Records of Licensee or its Affiliates, it is determined that Licensee’s payments due under this Agreement exceeded the amounts due, then Licensee may set off such excess amounts against the next Royalty Payment due by Licensee in the following calendar year. If the Royalty Payment in the following calendar year exceeds the overpayment, then Licensor shall refund to Licensee the amount of the overpayment that is not set off within sixty (60) days following the date on which such Royalty Payment is or would be due.

4.5 记录和审计。在期限和终止过渡期内以及此后五 (5) 年内，被许可方及其关联方将保留或促使保留包含确定根据本协议应付的特许权使用费所需所有合理信息的账簿、记录和账目（“**记录**”）。被许可方同意允许（并应要求其各关联方允许）许可方的独立第三方代表在每年的正常工作时间内审计所有记录，审计次数不得超过一次，因为审计对于确定被许可方在上一日历年应向许可方支付的版税是必要的。许可方代表有权复制和摘录记录。如果审计发现自上次审计（或自生效日期起，如果未进行此类审计）以来，少付金额超过实际应付金额的百分之十 (10%)，被许可方应向许可方偿还许可方审计的现金成本。如果在检查被许可方或其关联方的记录后，确定被许可方根据本协议应付的款项不足，则被许可方应在作出此决定后的三十 (30) 天内支付应付的额外金额以及所需的特许权使用费，并且如果在检查被许可方或其关联方的记录后，确定被许可方根据本协议应付的款项超过了应付金额，则被许可方可以将这些超额金额与被许可方在下一个日历年应付的下一笔特许权使用费相抵销。如果下一个日历年的特许权使用费超过了超额支付，则许可方应在特许权使用费到期日或应到期日之后的六十 (60) 天内将未抵销的超额支付金额退还给被许可方。

4.6 Taxes. Licensor acknowledges that the Royalty Payments may be subject to withholdings for Taxes imposed by governmental authorities as a result of this Agreement. If and to the extent that any Taxes are owed by Licensor in the Licensed Territory as a result of payment of the Royalties and such Taxes are required by applicable Laws to be withheld, Licensee shall pay such withheld Taxes to the appropriate tax authorities for the account of Licensor, and Licensee shall reduce the Royalty Payment by such amount. Licensee shall furnish Licensor with appropriate documentary evidence of Licensee's payment of any withheld Taxes.

4.6 税费。许可方承认，特许权使用费可能会因本协议而被政府当局征收的税款扣缴。如果许可方因支付特许权使用费而在许可地区内欠缴任何税款，且适用法律要求预扣该等税款，则被许可方应向适当的税务机关支付该等预扣税款，并应从特许权使用费中扣除该金额。被许可方应向许可方提供被许可方已支付任何预扣税款的适当文件证据。

5. REGULATORY MATTERS.

5. 监管事项。

5.1 Compliance with Laws. Without limiting any other provision in this Agreement, each Party shall itself, and shall ensure that its Affiliates, and their employees, officers, directors, agents and representatives comply with all Laws applicable to such Party in the performance of its obligations under this Agreement, including, with respect to Licensor, all Laws relating to and all registrations required with respect to technology transfer from the People's Republic of China to the Licensed Territory.

5.1 遵守法律。在不限制本协议任何其他条款的情况下，各方应自行并确保其关联方及其员工、管理人员、董事、代理人 and 代表在履行本协议项下的义务时遵守适用于该方的所有法律，包括对于许可方而言，与从中华人民共和国向许可地区进行技术转让有关的所有法律和所有必要的注册。

5.2 Anti-Corruption. In the performance of its responsibilities under this Agreement, Licensor shall (a) take no actions which would cause Licensee to be in violation of the United States Foreign Corrupt Practices Act ("FCPA"), the Canadian Corruption of Foreign Public Officials Act ("CFPOA"), and the Laws of the countries in which any aspect of this Agreement will take place relating to the offer or payment of money or other items of value to government officials (collectively, the "**Anticorruption Laws**"), including offering, paying, or authorizing the payment, directly or indirectly, of anything of value to any domestic or foreign government official, political party, or political candidate for the purpose of influencing official action or decision, inducing an unlawful act, inducing official influence over government action, or securing an improper advantage; (b) take all steps necessary to ensure that any agents, representatives, consultants, and other third parties retained, or otherwise used by Licensor in accordance with the terms of this Agreement, and not take any action which would cause Licensor to be in violation of Anticorruption Laws; (c) comply with Licensee's reasonable requests for all information and documentation necessary to verify Licensee's compliance with this Section 5.2; and (d) provide reasonable cooperation with Licensee in any investigation of Licensee by any government official regarding Licensee's compliance with Anticorruption Laws.

5.2 反腐败。在履行本协议项下的责任时，许可方不得 (a) 采取任何会导致被许可方违反美国《反海外腐败法》("FCPA")、加拿大《反外国公职人员腐败法》("CFPOA") 以及本协议任何方面将发生的国家的法律中与向政府官员提供或支付金钱或其他有价物品有关的法律（统

称“反腐败法”)的行为,包括直接或间接地向任何国内外政府官员、政党或政治候选人提供、支付或授权支付任何有价之物,以影响官方行动或决定、诱导非法行为、诱导官方对政府行动的影响或获取不正当优势;(b)采取一切必要措施确保许可方根据本协议条款聘用或以其他方式使用的任何代理人、代表、顾问和其他第三方不采取任何可能导致许可方违反反腐败法的行动;(c)遵守被许可方的合理要求,提供所有必要信息和文件,以核实被许可方是否遵守本第 5.2 条;(d)在任何政府官员对被许可方就被许可方是否遵守反腐败法进行调查时,与被许可方提供合理合作。

5.3 Export Regulations. Licensor represents and warrants that it understands that Licensed Technology disclosed and conveyed by Licensor pursuant to this Agreement may be subject to the jurisdiction of the U.S. Export Administration Regulations (“**EAR**”) found in 15 CFR 730 et seq. Licensor shall comply with all applicable export controls and trade sanctions Laws, including, but not limited to the EAR, and U.S. trade sanctions Laws administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (together “**Trade Restrictions**”), relating to the performance of its obligations under this Agreement.

5.3 出口法规.许可方声明并保证其理解,许可方根据本协议披露和转让的许可技术可能受美国《出口管理条例》(EAR) 15 CFR 730 及后续条款的管辖。许可方应遵守所有适用的出口管制和贸易制裁法律,包括但不限于《出口管理条例》和美国财政部外国资产控制办公室管理和执行的美国贸易制裁法律(统称“**贸易限制**”),这些法律与履行本协议项下的义务有关。

5.4 Export Licenses. Licensor represents and warrants that it shall comply with the terms of any export license issued to Licensee by any department or agency of the U.S. Government, including but not limited to end-user authorizations and quantity and value limits; provided, that Licensee promptly provides copies of such export licenses to Licensor. Licensor agrees to provide any information Licensee reasonably requests related to compliance with an export license.

5.4 出口许可证.许可方声明并保证其应遵守美国政府任何部门或机构向许可方颁发的任何出口许可证的条款,包括但不限于最终用户授权以及数量和价值限制;但前提是,许可方应及时向许可方提供此类出口许可证的副本。许可方同意提供许可方合理要求的与遵守出口许可证有关的任何信息。

5.5 Actions of Courts, etc. Licensor shall immediately notify Licensee if Licensor knows or has reason to believe that Licensee has been or will be required, as a result of activity arising out of or related to the performance of Licensor’s obligations under the terms of this Agreement, by any court or administrative agency or by any legal process, to respond to any subpoena, warrant, discovery or other directive under the authority of such court, administrative agency or legal process in connection with any proceeding or investigation in which Licensor, its Affiliates or any of their respective officers, directors, agents, employees, or subcontractors is involved.

5.5 法院等的行动.如果许可方知道或有理由相信,由于许可方履行本协议条款项下的义务而产生的或与之相关的活动,任何法院、行政机构或法律程序已经或将要求许可方就涉及许可方、其关联公司或其各自的任何官员、董事、代理人、雇员或分包商的任何程序或调查,对任何传票、令状、取证或其他指令作出回应,则许可方应立即通知被许可方。

6. OWNERSHIP.

6. 所有权。

6.1 Licensee Intellectual Property. As between Licensor and Licensee, Licensee exclusively owns and retains all right, title and interest in and to the Licensee Anode Processing Methodologies, Licensee Improvements and any and all other intellectual property developed solely by or for Licensee or its Affiliates without use of Licensor Intellectual Property or Licensor's Confidential Information ("**Licensee Intellectual Property**").

6.1 被许可方知识产权。在许可方和被许可方之间，被许可方独家拥有并保留对被许可方负极加工方法、被许可方改进以及由被许可方或其关联方独自或为其开发且未使用许可方知识产权或许可方机密信息的任何及所有其他知识产权（“**被许可方知识产权**”）的所有权利、所有权和利益。

6.2 Licensor Intellectual Property. As between Licensor and Licensee, Licensor exclusively owns and retains all right, title and interest in and to the Licensed Intellectual Property, the Licensed Technology and any and all other intellectual property developed solely by or for Licensor or its Affiliates without use of Licensee Intellectual Property or Licensee's Confidential Information ("**Licensor Intellectual Property**"), subject to the licenses granted under this Agreement.

6.2 许可方知识产权。在许可方和被许可方之间，根据本协议授予的许可，许可方独家拥有并保留对许可知识产权、许可技术以及由被许可方或其关联方独自或为其开发且未使用许可方知识产权或许可方机密信息的任何及所有其他知识产权（“**许可方知识产权**”）的所有权利、所有权和利益。

6.3 No Jointly Developed Intellectual Property. The Parties do not intend to jointly develop intellectual property under this Agreement; if the Parties wish to jointly develop intellectual property, they agree to negotiate the terms and conditions of a joint development agreement prior to beginning any such work. If, notwithstanding the foregoing, the Parties jointly develop intellectual property ("**Jointly Developed Intellectual Property**"), any Jointly Developed Intellectual Property relating to Licensee Intellectual Property will be solely owned by Licensee and any other Jointly Developed Intellectual Property will be owned by the Parties and their Affiliates in accordance with the laws of inventorship and authorship, provided that Jointly Developed Intellectual Property may be exported and used only in compliance with applicable Laws.

6.3 无联合开发的知识产权。双方无意根据本协议共同开发知识产权；如果双方希望共同开发知识产权，则双方同意在开始任何此类工作之前协商联合开发协议的条款和条件。尽管有上述规定，如果双方联合开发知识产权（“**联合开发的知识产权**”），则与被许可方知识产权相关的任何联合开发的知识产权将由被许可方独家拥有，而任何其他联合开发的知识产权将根据发明人和作者的法律由双方及其关联方拥有，但联合开发的知识产权只能在遵守适用法律的情况下出口和使用。

6.4 No Reverse Engineering. Licensor shall not, and shall ensure that its Affiliates do not, modify, improve, reverse engineer or create derivative works of Licensee Intellectual Property without the prior written consent of Licensee, and any such modification, improvement or derivative work shall be solely and exclusively owned by Licensee.

6.4 禁止逆向工程。许可方不得，且应确保其关联方不会在未经被许可方事先书面同意的情况下修改、改进、逆向工程或创作被许可方知识产权的衍生作品，并且任何此类修改、改进或衍生作品应由被许可方独家拥有。

6.5 Suggestions. Each Party acknowledges that the other Party, its Affiliates and their respective principals and technical personnel possess knowledge, skill, know-how and expertise in the mining, sourcing and processing of graphite materials for use as anode materials and that, during the Term, each Party and its Affiliates may provide feedback, recommendations and suggestions to the other Party and its Affiliates regarding the other Party's processes and operations. To the extent such feedback, recommendations and suggestions do not constitute Licensed Technology or a Party's Confidential Information, such feedback, recommendations and suggestions ("**Suggestions**") are freely given, and the Party receiving Suggestions may freely use such Suggestions on a non-exclusive, royalty-free basis without any accounting to the other Party.

6.5 建议。各方承认，另一方、其关联方及其各自的负责人和技术人员拥有开采、采购和加工用作负极材料的石墨材料方面的知识、技能、专有技术和专业知识，并且在期限内，各方及其关联方可就另一方的流程和运营向另一方及其关联方提供反馈、建议和意见。如果此类反馈、建议和意见不构成许可技术或一方的机密信息，则此类反馈、建议和意见（“**建议**”）是自由提供的，接收建议的一方可以在非排他性、免版税的基础上自由使用此类建议，而无需向另一方承担任何责任。

6.6 Trademarks. Unless expressly agreed in writing, neither Party grants to the other Party any right, license or sublicense to any trademark owned by a Party.

6.6 商标。除非明确书面同意，任何一方均不向另一方授予一方拥有的任何商标的任何权利、许可或再许可。

6.7 Further Assurances. If so requested in writing by Licensor or Licensee, each of Licensee and Licensor, as applicable, shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary (a) to assist Licensor to prosecute, register, perfect, record or enforce its rights in any Licensor Intellectual Property and (b) to assist Licensee to prosecute, register, perfect, record or enforce its rights in any Licensee Intellectual Property.

6.7 进一步保证。如果许可方或被许可方以书面形式提出要求，则许可方和被许可方（视情况而定）应立即采取进一步行动，包括签署和交付所有适当的转让文书，以(a)协助许可方起诉、注册、完善、记录或执行其在任何许可方知识产权中的权利，以及(b)协助被许可方起诉、注册、完善、记录或执行其在任何被许可方知识产权中的权利。

6.8 Rights Reserved. Except for the licenses expressly granted by Licensor to Licensee under this Agreement, Licensor reserves and retains all right, title and interest in and to all Licensor Intellectual Property. Licensee reserves and retains all right, title and interest in and to all Licensee Intellectual Property. No license or right is granted hereby by implication or otherwise with respect to or under, as applicable, Licensor Intellectual Property and Licensee Intellectual Property.

6.8 保留权利。除许可方根据本协议明确授予被许可方的许可外，许可方保留并保留对所有许可方知识产权的所有权利、所有权和利益。被许可方保留并保留对所有被许可方知识产权

的所有权利、所有权和利益。在此不以暗示或以其他方式授予与许可方知识产权和被许可方知识产权有关或根据（视情况而定）的任何许可或权利。

7. PROSECUTION AND ENFORCEMENT; PATENT MARKING

7. 起诉和执行；专利标记。

7.1 Prosecution. Licensor shall diligently file, prosecute and maintain the patents and patent applications in the Licensed Patents, including Licensor Improvement Patents added by Licensee pursuant to Section 3.6, using counsel and/or patent agencies of Licensor's choice. Licensor and Licensee shall consult in good faith with each other prior to any filings or other actions before the U.S. Patent and Trademark Office and other offices in the Licensed Territory with respect to the patents and patent applications that comprise Licensed Patents. Licensee may request Licensor to obtain patent protection for Licensed Patents in countries in the Licensed Territory and, if so requested, Licensor shall diligently prosecute and maintain the patents and patent applications in the Licensed Patents using counsel and/or patent agencies agreed upon by the Parties in such countries. Licensor shall be responsible for all costs and expenses for such prosecution and maintenance in countries outside of the Licensed Territory, and Licensee shall be responsible for all costs and expenses for such prosecution and maintenance in countries in the Licensed Territory. Upon request, Licensor shall promptly provide Licensee and its counsel and/or patent agency with copies of all relevant documentation so that Licensee may be informed and apprised of the continuing prosecution of the patents and patent applications in the Licensed Patents. Licensor shall promptly notify Licensee in writing of the issuance of any patent that is a Licensed Patent.

7.1 起诉。许可方应使用许可方选择的律师和/或专利代理机构，勤勉地提交、起诉和维护许可专利中的专利和专利申请，包括被许可方根据第 3.6 条添加的许可方改进专利。许可方和被许可方应在向美国专利商标局和许可地区内的其他办公室就构成许可专利的专利和专利申请进行任何备案或其他行动之前真诚地相互协商。被许可方可要求许可方在许可地区内的国家/地区获得对许可专利的专利保护，并且，如果提出此要求，许可方应在这些国家/地区使用双方同意的律师和/或专利代理机构，勤勉地起诉和维护许可专利中的专利和专利申请。在许可地区外的国家，许可方应负责支付此类申请和维护的所有成本和费用；在许可地区内的国家，被许可方应负责支付此类申请和维护的所有成本和费用。经要求，许可方应立即向被许可方及其律师和/或专利代理机构提供所有相关文件的副本，以便被许可方了解并获悉许可专利中专利和专利申请的持续审查。许可方应立即以书面形式通知被许可方任何许可专利的颁发。

7.2 Enforcement. If either Party learns of the actual, suspected, threatened or likely infringement or misappropriation of any of the Licensed Intellectual Property or the Licensed Technology in the Licensed Territory, then that Party shall give written notice thereof to the other Party and shall provide the other Party with any evidence of such infringement or misappropriation in its possession. Licensor may take any action to enforce any suspected or actual infringement, misappropriation or other unauthorized use of the Licensed Intellectual Property or the Licensed Technology in the Licensed Territory, but Licensor shall be under no obligation to take such action. Licensee may elect to join as a party in Licensor's action at Licensee's expense, provided, however, that if Licensor does not have standing without Licensee joining the action, Licensee shall join the action at Licensor's expense. If Licensor does not notify Licensee of its desire to take action within ninety (90) days after written request by Licensee to do so, or if Licensor agrees to take action and fails to resolve or bring suit to enforce any suspected or actual infringement, misappropriation or other unauthorized use of the Licensed Intellectual Property or the Licensed

Technology within six (6) months thereafter, then Licensee may, in its own name and at its own cost, take such enforcement action as Licensee deems necessary, but Licensee shall be under no obligation to take such action. If Licensee takes any such enforcement action and requests that Licensor join as a party to that action, Licensor shall join as a party to that action at Licensee's expense. Licensor may elect to join as a party in Licensee's action at Licensor's expense. If Licensee commences a suit and then wants to abandon the suit, it will give timely notice to Licensor. Licensor may continue prosecution of the suit after Licensor agrees with Licensee on the sharing of expenses and any recovery in the suit. The Party that enforces an action under this Section 7.2 shall have the right to control the action and retain any and all damages, awards, settlements and fees received by such Party, after the payment of any costs and expenses incurred by the Parties that are reimbursable under this Section 7.2.

7.2 执行。如果任何一方获悉在许可地区内任何许可知识产权或许可技术的实际、涉嫌、威胁或可能侵权或盗用，则该方应向另一方发出书面通知，并向另一方提供其所掌握的此类侵权或盗用的任何证据。许可方可采取任何行动来执行在许可地区内对许可知识产权或许可技术的任何涉嫌或实际侵权、盗用或其他未经授权使用，但许可方没有义务采取此类行动。被许可方可选择以一方当事人的身份加入许可方的诉讼，费用由被许可方承担，但是，如果许可方在未加入诉讼的情况下不具备诉讼资格，则被许可方应加入诉讼，费用由许可方承担。如果许可方未在被许可方书面要求后九十 (90) 天内通知被许可方其希望采取行动，或者如果许可方同意采取行动但未能在此后六 (6) 个月内解决或提起诉讼以强制执行任何涉嫌或实际侵权、盗用或其他未经授权使用许可知识产权或许可技术的行为，则被许可方可以自己的名义并自费采取被许可方认为必要的强制措施，但被许可方没有义务采取此类措施。如果被许可方采取任何此类强制措施并要求许可方加入该诉讼，则许可方应加入该诉讼，费用由被许可方承担。许可方可选择以一方身份参与被许可方的诉讼，费用由许可方承担。如果被许可方提起诉讼，然后又想放弃诉讼，则应及时通知许可方。在许可方与被许可方就诉讼费用分担和追偿达成一致后，许可方可继续起诉。根据本第 7.2 条执行诉讼的一方有权控制诉讼，并在支付双方根据本第 7.2 条可报销的任何费用和开支后，保留该方收到的任何及所有损害赔偿、奖励、和解和费用。

7.3 Licensee Recordals. Should local counsel in a given country recommend that Licensee be appointed as a licensee of Licensor for the patents and patent applications in the Licensed Patents and that such license be recorded with the appropriate patent office, then Licensee at its expense shall prepare and file the necessary documents subject to Licensor's approval, which shall not be unreasonably withheld, conditioned or delayed.

7.3 被许可方记录。如果特定国家的当地律师建议将许可方指定为许可方的专利和专利申请许可方，并将该许可在相应的专利局备案，则许可方应自费准备并提交必要的文件，但须经许可方批准，且不得无理拒绝、附加条件或拖延。

7.4 Patent Markings. Licensee shall be solely responsible for assessing which Licensed Patents cover any Licensed Products and for complying with any marking or other rules or regulations governing, directly or indirectly, the marking of patent numbers on products.

7.4 专利标记。许可方应全权负责评估哪些许可专利涵盖任何许可产品，并负责遵守任何标记或其他直接或间接管理产品上专利号标记的规则或法规。

8. RESTRICTIVE COVENANTS.

8. 限制性承诺。

8.1 Non-Competition. During the Term (the “**Restricted Period**”), Licensor shall not, directly or indirectly, and shall ensure that its Affiliates do not, take an ownership interest in, participate in or act as an advisor to any Competing Business in the Licensed Territory or engage in any Competitive Activity in the Licensed Territory, other than as permitted or required under this Agreement, the Consulting Agreement, the Supply Agreement, the Sales Rep Agreement or other written agreement between Licensor, Licensee and their Affiliates. As used herein, a “**Competing Business**” means any business located in the Licensed Territory that involves (a) the development or establishment of capabilities, facilities or infrastructure to process graphite or graphitic materials for use as anode materials in lithium-ion batteries; (b) the marketing, sale and/or distribution of anode materials that would constitute Basic Licensed Products and/or that are competitively similar to the Licensed Products (“**Competing Anode Materials**”) for use in Energy Storage Devices; “**Competitive Activity**” means the direct or indirect marketing, sale and/or distribution of Competing Anode Materials to a third party for use in any Energy Storage Device that will be assembled in the Licensed Territory or that will be used in an Energy Storage Device that is manufactured substantially in the Licensed Territory. Licensor shall not be in breach of this Section 8.1 solely as a result of (i) Licensor’s or its Affiliates’ beneficial ownership collectively of less than two percent (2%) of the combined voting power of all issued and outstanding voting securities of a publicly held corporation whose stock is traded on a major stock exchange or quoted on NASDAQ or (ii) sales of Competing Anode Materials as permitted under Section 3.4. Based upon the nature of Licensee’s business and the anticipated scope of Licensee’s business and the investment required by Licensee and its Affiliates to establish its operations, Licensor hereby agrees that the terms and scope of this restrictive covenant are reasonable.

8.1 非竞争。在期限内（“**限制期**”），许可方不得直接或间接地，且应确保其关联方不会在许可地区内取得所有权、参与或担任任何竞争业务的顾问，或在许可地区内从事任何竞争活动，除非本协议、咨询协议、供应协议、销售代表协议或许可方、被许可方及其关联方之间的其他书面协议允许或要求。在此使用的“**竞争业务**”是指位于许可地区内的任何业务，涉及 (a) 开发或建立用于加工石墨或石墨材料以用作锂离子电池负极材料的能力、设施或基础设施； (b) 营销、销售和/或分销构成基本许可产品和/或与许可产品具有竞争性的类似性的负极材料（“**竞争负极材料**”），用于储能设备；“**竞争活动**”是指直接或间接向第三方营销、销售和/或分销竞争负极材料，用于将在许可地区内组装的任何储能设备或将用于主要在许可地区内制造的储能设备。许可方不得仅因以下情况而违反本第 8.1 条：(i) 许可方或其关联方合计拥有在主要证券交易所交易或在纳斯达克报价的上市公司所有已发行和流通投票证券的综合投票权不足百分之二 (2%)；或 (ii) 根据第 3.4 条允许销售竞争负极材料。根据被许可方业务的性质、被许可方业务的预期范围以及被许可方及其关联方建立业务所需的投资，许可方特此同意本限制性契约的条款和范围是合理的。

8.2 Non-Solicit. During the Restricted Period, Licensor shall not, directly or indirectly, and shall ensure that its Affiliates do not, solicit the services of, accept the services of, employ or engage (for employment, consulting or otherwise) (a) any current employee of Licensee or any former employee of Licensee who provided services to Licensee in the prior one (1) year period or (b) any current employee of any Affiliate of Licensee who is involved in the operation of Licensee’s business or any such former employee of any Affiliate of Licensee who was involved in the operation of Licensee’s business in the prior one (1) year period. Licensee agrees that an advertisement for employment in a public forum (including, but not limited to, publicly accessible

Internet sites, classified advertisements, or job fairs open to the public) shall not be considered a “solicitation” and that the hiring of an individual as a result of his or her response to such a general employment advertisement or in response to his or her unsolicited employment inquiry shall not constitute a breach of this Agreement.

8.2 禁止招揽。在限制期内，许可方不得直接或间接地招揽、接受、雇用或聘用（用于就业、咨询或其他目的）以下人员，且许可方应确保其关联方不会招揽、接受、雇用或聘用以下人员（用于就业、咨询或其他目的）：**(a)** 被许可方的任何现任雇员或在过去一 (1) 年期间为被许可方提供服务的被许可方的任何前任雇员；或 **(b)** 被许可方的任何关联方中参与被许可方业务运营的现任雇员或在过去一 (1) 年期间参与被许可方业务运营的被许可方的任何关联方的任何前任雇员。被许可人同意，在公共论坛（包括但不限于可公开访问的互联网网站、分类广告或向公众开放的招聘会）上发布的招聘广告不应被视为“招揽”，并且，因个人回应此类一般招聘广告或回应其未经请求的就业咨询而雇用个人不构成违反本协议。

8.3 Interpretation. If any restriction set forth in Section 8.1 or Section 8.2 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

8.3 解释。如果任何有管辖权的法院发现第 8.1 条或第 8.2 条中规定的任何限制由于持续时间过长、活动范围过广或地理区域过广而无法执行，则应将其解释为仅在可执行的最长时段、活动范围或地理区域内有效。

8.4 Waiver. At any time, Licensee may in its sole discretion elect to waive any or part of the restrictions set forth in Section 8.1 or Section 8.2, provided any such waiver is expressly agreed to in writing by an executive officer of Licensee.

8.4 弃权。被许可方可随时自行决定放弃第 8.1 条或第 8.2 条规定的任何或部分限制，但前提是被许可方的执行官员明确以书面形式同意此类放弃。

9. CONFIDENTIALITY.

9. 保密。

9.1 Definition. As used in this Agreement, “**Confidential Information**” means all information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether before or after the Effective Date and whether disclosed orally, in writing or through review of records, data, materials, facility visits or otherwise, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential. Disclosures by an Affiliate of a Disclosing Party to the other Party or its Affiliates will be deemed to be a disclosure by that Disclosing Party, and Confidential Information received by an Affiliate of a Receiving Party from a Disclosing Party or its Affiliates will be deemed to have been received by that Receiving Party. Confidential Information may include but is not limited to the Disclosing Party’s trade secrets, business plans, business methods, customer lists, financial projections and new-product plans, and all reports based on any of the foregoing. Licensee’s Confidential Information includes Licensee Anode Processing Methodologies and information disclosed by Licensee Customers to Licensee pursuant to non-disclosure agreements, including Product Specifications. Licensor’s Confidential Information includes the Licensed Technology.

9.1 定义。在本协议中，“**保密信息**”是指一方（“**披露方**”）向另一方（“**接收方**”）披露的所有信息，无论是在生效日之前还是之后，无论是以口头、书面还是通过审查记录、数据、材料、设施访问或其他方式披露，这些信息被指定为机密信息或接收方应合理地理解为机密信息。披露方的关联方向另一方或其关联方的披露将被视为该披露方的披露，接收方的关联方从披露方或其关联方收到的保密信息将被视为该接收方已收到。保密信息可能包括但不限于披露方的商业秘密、商业计划、业务方法、客户名单、财务预测和新产品计划，以及基于上述任何一项的所有报告。被许可方的机密信息包括被许可方的负极处理方法和被许可方客户根据保密协议向被许可方披露的信息，包括产品规格。许可方的机密信息包括许可技术。

9.2 Exclusions. Confidential Information does not include information or material that (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available publicly; (b) is or was known by the Receiving Party at or before the time such information or material was received from the Disclosing Party, as evidenced by a contemporaneous writing; (c) is furnished to the Receiving Party by a third party that is not under an obligation of confidentiality to the Disclosing Party with respect to such information or material; or (d) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party, as evidenced by a contemporaneous writing.

9.2 除外情况。机密信息不包括以下信息或材料：(a) 现在或以后，由于接收方没有采取任何行动或不采取行动而成为众所周知或公开的信息或材料；(b) 接收方在从披露方收到此类信息或材料时或之前已知或曾经知晓的信息或材料，有同期书面文件作为证据；(c) 由第三方提供给接收方，而第三方对此类信息或材料不负有保密义务；或 (d) 由接收方在未使用披露方的机密信息的情况下独立开发的信息或材料，有同期书面文件作为证据。

9.3 Obligation. The Receiving Party shall take all reasonable measures to protect the confidentiality of the Confidential Information of the Disclosing Party in a manner that is at least protective as the measures it uses to maintain the confidentiality of its own confidential information of similar importance but in any event using reasonable care, and the Receiving Party shall use such Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement. The Receiving Party may disclose the other Party's Confidential Information (a) to the Receiving Party's and its Affiliates' employees, personnel and subcontractors and permitted sublicensees (if applicable) that have a need to know such information, provided that each such person is under a duty of nondisclosure that is at least as protective as the confidentiality and nondisclosure provisions herein, and (b) to the extent the Receiving Party is legally compelled to disclose such Confidential Information, provided that the Receiving Party shall give advance notice of such compelled disclosure to the Disclosing Party, and shall cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure or use of the Confidential Information. Notwithstanding the foregoing, Licensee may disclose the terms and conditions of this Agreement and Confidential Information of Licensor for purposes of compliance with securities Laws without prior notice to Licensor if Licensee determines that such disclosure is required under applicable Laws, and Licensee may provide copies of this Agreement to its current and potential investors, strategic partners and potential acquirers so long as such third parties are bound by obligations of confidentiality that are consistent with the obligations of this Section 9.

9.3 义务。接收方应采取一切合理措施保护披露方的机密信息的机密性，其保护方式至少应与其用于维护自身同等重要性机密信息的措施相同，但无论如何应采取合理谨慎的态度，接收方应仅将此类机密信息用于履行其在本协议项下的义务和行使其权利。接收方可在下列情况下披露另一方的机密信息：(a) 向有必要了解此类信息的接收方及其关联公司的员工、人员、分包商

和获准的再许可人（如适用），但前提是该等人员均负有至少与本协议中的保密和不披露条款一样具有保护性的保密义务；(b) 在接收方被法律强制披露此类机密信息的范围内，但接收方应提前通知披露方此类强制披露，并应与披露方合作，以努力防止或限制此类披露或使用机密信息的范围。尽管有上述规定，如果被许可方确定适用法律要求披露，被许可方可以为了遵守证券法而披露本协议的条款和条件以及许可方的机密信息，而无需事先通知许可方，并且被许可方可以向其现有和潜在投资者、战略合作伙伴和潜在收购方提供本协议的副本，只要这些第三方受与本第 9 条规定的义务一致的保密义务的约束。

9.4 No Disclosure of Certain Trade Secrets. Licensor covenants and agrees that, to the extent it possess any trade secrets that describe or relate to the mining, sourcing and processing of graphite concentrate or Licensee Anode Processing Methodologies, Licensor shall not disclose, and shall ensure that its Affiliates do not disclose, such trade secrets to Licensee or its Affiliates, without the prior written consent of Licensee, which consent Licensee may withhold in its sole discretion. If, notwithstanding the foregoing, Licensor or its Affiliates discloses any such trade secrets or such information that Licensor regards as a trade secret, then Licensee may treat such information as a Suggestion under the terms of Section 6.5.

9.4 不得披露某些商业秘密。许可方承诺并同意，在其拥有描述或涉及石墨精矿的开采、采购和加工或被许可方负极加工方法的任何商业秘密的范围内，未经被许可方事先书面同意（被许可方可自行决定是否同意），许可方不得向被许可方或其关联方披露此类商业秘密，并确保其关联方不披露此类商业秘密。尽管有上述规定，如果许可方或其关联公司披露任何此类商业秘密或许可方视为商业秘密的信息，则被许可方可以根据第 6.5 条的条款将此类信息视为建议。

9.5 Coordination with other Agreements. To the extent the terms of this Section 9 conflict with the Parties' obligations of confidentiality under the Consulting Agreement, the Supply Agreement or under that certain Mutual Non-Disclosure Agreement by and between the Parties dated as of March 1, 2024 (the "**Mutual NDA**"), the conflict will be resolved as provided in Section 15.10.

9.5 与其他协议的协调。如果本第 9 条的条款与双方根据咨询协议、供应协议或双方于 2024 年 3 月 1 日达成的某些相互保密协议（“**相互保密协议**”）所承担的保密义务相冲突，则冲突将按照第 15.10 条的规定解决。

9.6 Survival. The Parties' respective obligations under this Section 9 shall survive any termination of this Agreement and shall continue in force with regard to any of the Disclosing Party's Confidential Information for a period of two (2) years.

9.6 存续。双方根据本第 9 条承担的各自义务在本协议终止后仍然有效，并且对于披露方的任何机密信息，在两 (2) 年内继续有效。

10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

10. 陈述和保证；免责声明。

10.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

10.1 相互陈述和保证。每一方特此向另一方陈述并保证：

(a) it has full power and authority to enter into this Agreement and perform its obligations hereunder;

(a) 其拥有签订本协议并履行本协议项下义务的全部权力和权限；

(b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; and

(b) 其根据其组织所在司法辖区的法律正式成立、有效存在且信誉良好；并且

(c) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with, violate, breach, constitute a default under, or require any consent under any contract between such Party and any third party.

(c) 本协议的签署和交付以及其在本协议项下的义务的履行不与该方与任何第三方之间的任何合同相冲突、不违反、不构成违约，也不要求该等合同项下的任何同意。

10.2 Licensor's IP Representations and Warranties. Licensor further represents and warrants to Licensee that:

10.2 许可方的知识产权声明和保证。许可方进一步向被许可方声明并保证：

(a) Licensor is the sole and exclusive owner or holder of the Licensed Technology and the Licensed Intellectual Property, and Licensor has the right to grant the licenses granted hereunder in the Licensed Territory;

(a) 许可方是许可技术和许可知识产权的唯一和独家所有者或持有者，许可方有权在许可地区内授予本协议项下的许可；

(b) Licensor has not assigned or granted rights or licenses under or to the Licensed Technology and/or the Licensed Intellectual Property (i) to any person or entity in the Licensed Territory, the Restricted Regions or (ii) to any person or entity outside the Licensed Territory that would in any way restrict or impair the rights granted to Licensee under this Agreement;

(b) 许可方未将许可技术和/或许可知识产权项下的权利或许可转让或授予 (i) 许可地区、限制地区内的任何个人或实体，或 (ii) 许可地区以外的任何个人或实体，以任何方式限制或损害根据本协议授予被许可方的权利；

(c) Licensor has not disclosed to any person or entity in the Licensed Territory, the Restricted Regions, and no Affiliate of Licensor has disclosed, any of Licensor's Confidential Information that describes or relates to Licensed Modification Methodologies;

(c) 许可方未向许可地区、限制地区内的任何个人或实体披露任何描述或涉及许可修改方法的许可方机密信息，且许可方的任何关联方均未披露此类信息；

(d) To the knowledge of Licensor, after reasonable investigation, the Licensed Patents listed on Exhibit A as of the Effective Date are valid and enforceable;

(d) 据许可方所知，经过合理调查，附件 A 中列出的许可专利在生效日期有效且可执行；

(e) The patents and patent applications listed on Exhibit A constitute all patents and patent applications held by Licensor and its Affiliates that describe or relate to Licensed Modification Methodologies and that are filed in the Licensed Territory;

(e) 附件 A 所列的专利和专利申请构成许可方及其关联方持有的描述或涉及许可修改方法且在许可地区内提交的所有专利和专利申请；

(f) No employee, principal or officer of Licensor or its Affiliates individually holds rights under any patent or patent application or any other Intellectual Property Right that would be necessary for Licensee's full exercise and enjoyment of the rights granted under this Agreement;

(f) 许可方或其关联方的任何员工、负责人或官员均不单独持有任何专利或专利申请或任何其他知识产权项下的权利，而这些权利对于被许可方充分行使和享有本协议授予的权利是必要的；

(g) As of the Effective Date, Licensor and its Affiliates hold no patents or patent applications that describe or relate to the mining, sourcing and processing of graphite concentrate or Licensee Anode Processing Methodologies;

(g) 自生效日起，许可方及其关联方不持有任何描述或涉及石墨精矿开采、采购和加工或被许可方负极加工方法的专利或专利申请；

(h) Licensor has taken reasonable steps to keep confidential all portions of the Licensed Technology that constitutes a trade secret;

(h) 许可方已采取合理措施对构成商业秘密的许可技术的所有部分保密；

(i) To the knowledge of Licensor, after reasonable investigation, the Licensed Technology and the Licensed Intellectual Property, and the use thereof in the Licensed Territory, do not and will not infringe, violate or misappropriate the Intellectual Property Rights of any third party;

(i) 据许可方所知，经过合理调查，许可技术和许可知识产权及其在许可地区内的使用不会侵犯、违反或盗用任何第三方的知识产权；

(j) To the knowledge of Licensor, after reasonable investigation, no third party in the Licensed Territory is infringing, violating or misappropriating the Licensed Technology or the Licensed Intellectual Property; and

(j) 据许可方所知，经过合理调查，许可地区内没有第三方侵犯、违反或盗用许可技术或许可知识产权；并且

(k) Licensor has not received any notice from any person or entity (i) claiming to have any right, title or interest in or to the Licensed Technology or the Licensed Intellectual Property or (ii) asserting that the Licensed Technology and/or Licensed Intellectual Property Rights, or the use thereof, infringes, violates or misappropriates such

third party's Intellectual Property Rights; and Licensor does not reasonably believe that any such notice is forthcoming.

(k) 许可方未收到任何个人或实体的通知，(i) 声称对许可技术或许可知识产权拥有任何权利、所有权或利益，或 (ii) 声称许可技术和/或许可知识产权或其使用侵犯、违反或盗用该第三方的知识产权；并且许可方没有合理理由相信会收到任何此类通知。

10.3 Licensor's Performance Warranty. Licensor further represents and warrants to Licensee that (a) all services provided by Licensor or its Affiliates under this Agreement will be performed in a prompt and professional manner, consistent with best practices in the industry; (b) Licensor's and its Affiliates' technical personnel performing such services have sufficient training, expertise and skill to fulfill Licensor's obligations to fulfill Licensor's obligations under this Agreement; and (c) when used by Licensee or its Affiliates in accordance with the instructions of Licensor, the Licensed Technology and Licensed Intellectual Property will reliably produce Licensed Products that conform to the Product Specifications established by Licensee's end customers and that are merchantable, fit for their intended purpose and free from material defects. If Licensor is in breach of the representation and warranty set forth in this Section 10.3, then, without limiting Licensee's rights and remedies, Licensor shall devote sufficient resources to perform the services and, if applicable, shall correct the Licensed Technology and Licensed Intellectual Property so that Licensee's use of the Licensed Technology and Licensed Intellectual Property reliably produces Licensed Products that conform to the warranty set forth herein.

10.3 许可方的履约保证。许可方进一步向被许可方声明并保证：(a) 许可方或其关联方根据本协议提供的所有服务将以及时和专业的方式执行，符合行业最佳实践；(b) 执行此类服务的许可方及其关联方的技术人员具有足够的培训、专业知识和技能来履行许可方在本协议项下的义务；并且 (c) 当被许可方或其关联公司按照许可方的指示使用时，许可技术和许可知识产权将可靠地生产出符合被许可方最终客户制定的产品规格、适销、适合其预期用途并且无重大缺陷的许可产品。如果许可方违反本第 10.3 条规定的陈述和保证，则在不限限制被许可方的权利和救济的情况下，许可方应投入足够的资源来提供服务，并且（如果适用）应纠正许可技术和许可知识产权，以使被许可方对许可技术和许可知识产权的使用能够可靠地生产出符合此处规定的保证的许可产品。

11. INDEMNIFICATION.

11. 赔偿。

11.1 Indemnification by Licensor. Licensor shall, at its own expense, indemnify, defend and hold harmless Licensee, its Affiliates and their respective officers, directors, managers, shareholders, members, employees and representatives (each, a "**Licensee Indemnified Party**") from and against any loss, liability or expense (including attorneys' fees and costs) incurred as a result of a third-party claim or demand asserted against a Licensee Indemnified Party arising from (a) any breach or alleged breach of this Agreement by Licensor, its Affiliates or any officer, director, member, employee or other representative acting on behalf of Licensor or its Affiliates; (b) the negligence, gross negligence or willful misconduct of Licensor, its Affiliates or any officer, director, member, employee or other representative acting on behalf of Licensor or its Affiliates; or (c) damage to property, personal injury or death caused by the use of the Licensed Technology in accordance with the instructions of Licensor or its Affiliates.

11.1 许可方赔偿。许可方应自费赔偿、辩护并使被许可方、其关联公司及其各自的高级职员、董事、经理、股东、成员、员工和代表（各称为“**被许可方受偿方**”）免受因以下原因导致第三方向被许可方受偿方提出索赔或要求而产生的任何损失、责任或费用（包括律师费和成本）：**(a)** 许可方、其关联公司或代表许可方或其关联公司行事的任何高级职员、董事、成员、员工或其他代表违反或涉嫌违反本协议；**(b)** 许可方、其关联公司或代表许可方或其关联公司行事的任何高级职员、董事、成员、员工或其他代表的疏忽、重大过失或故意不当行为；或者 **(c)** 因按照许可方或其关联方的指示使用许可技术而造成的财产损失、人身伤害或死亡。

11.2 Indemnification by Licensee. Subject to Licensor's obligations under Section 11.1, Licensee shall, at its own expense, indemnify, defend and hold harmless Licensor, its Affiliates and their respective officers, directors, managers, shareholders, members, employees and representatives (each, a "**Licensor Indemnified Party**") from and against any loss, liability or expense (including attorneys' fees and costs) incurred as a result of a third-party claim or demand asserted against a Licensor Indemnified Party arising from **(a)** any breach or alleged breach of this Agreement by Licensee, its Affiliates or any officer, director, member, employee or other representative acting on behalf of Licensee or its Affiliates or **(b)** the negligence, gross negligence or willful misconduct of Licensee, its Affiliates or any officer, director, member, employee or other representative acting on behalf of Licensee or its Affiliates.

11.2 被许可方的赔偿。根据第 11.1 条规定的许可方义务，被许可方应自费赔偿、辩护并使许可方、其关联公司及其各自的高级职员、董事、经理、股东、成员、员工和代表（各称为“**许可方受偿方**”）免受因以下原因导致第三方向许可方受偿方提出索赔或要求而产生的任何损失、责任或费用（包括律师费和成本）：**(a)** 被许可方、其关联公司或代表被许可方或其关联公司行事的任何高级职员、董事、成员、员工或其他代表违反或涉嫌违反本协议；或 **(b)** 被许可方、其关联公司或代表被许可方或其关联公司行事的任何高级职员、董事、成员、员工或其他代表的疏忽、重大过失或故意不当行为。

11.3 Procedures. The Licensee Indemnified Party or the Licensor Indemnified Party, as applicable, seeking to be indemnified hereunder (as applicable, the "**Indemnified Party**") shall be entitled to indemnification hereunder only **(a)** if it gives written notice to the Party obligated to provide such indemnification hereunder (the "**Indemnifying Party**") of any claims, suits or proceedings by third parties which may give rise to a claim for indemnification with reasonable promptness after receiving written notice of such claim (or, in the case of a proceeding, is served in such proceeding); provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligation to provide indemnification, except if and to the extent that the Indemnifying Party is actually and materially prejudiced thereby, and **(b)** once the Indemnifying Party confirms in writing to the Indemnified Party that it is prepared to assume its indemnification obligations hereunder, the Indemnifying Party has sole control over the defense of the claim, at its own cost and expense; and provided further, however, that the Indemnified Party shall have the right to be represented by its own counsel at its own cost in such matters. Notwithstanding the foregoing, the Indemnifying Party shall not settle or dispose of any such matter in any manner which would require the Indemnified Party to make any admission, or to take any action (except for ceasing use or distribution of the items subject to the claim) without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. Each Party shall reasonably cooperate with the other Party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses and to mitigate damages.

11.3 程序。寻求根据本协议获得赔偿的被许可方受赔偿方或许可方受赔偿方（如适用，“受赔偿方”）仅在以下情况下有权获得本协议项下的赔偿：**(a)** 其在收到此类索赔的书面通知后，以合理的速度向有义务提供此类赔偿的一方（“赔偿方”）发出任何可能导致赔偿要求的第三方索赔、诉讼或程序的书面通知（或，在诉讼的情况下，在该诉讼中送达）；但未能发出该通知并不免除赔偿方提供赔偿的义务，除非赔偿方因此而实际上受到重大损害，且**(b)** 一旦赔偿方以书面形式向受赔偿方确认其准备承担其在本协议项下的赔偿义务，赔偿方将全权控制索赔的辩护，费用由其自行承担；但进一步规定，受赔偿方有权在这些事项上自费聘请自己的律师代理。尽管有上述规定，未经受赔偿方事先书面同意，赔偿方不得以任何方式和解或处置任何此类事项，以致受赔偿方必须作出任何承认或采取任何行动（停止使用或分发索赔项目除外），且赔偿方不得无理拒绝、附加条件或拖延同意。各方应在对任何此类诉讼、索赔或要求进行辩护的过程中与另一方及其律师进行合理合作，此类合作包括尽合理努力提供或使之能够获得文件、信息和证人并减轻损害。

11.4 Third Party Claims for Infringement.

11.4 第三方侵权索赔。

(a) If a third party files an action, makes a claim or asserts a demand against Licensee, an Affiliate of Licensee, any Sublicensee, or any purchaser, reseller, distributor or end user of Licensed Products (including manufacturers of EVs and Energy Storage Devices) or any of their respective officers, directors, managers, shareholders, members, employees and representatives (each, an “**IP Indemnitee**”) alleging that Licensed Products, the Licensed Technology and/or the Licensed Intellectual Property, or the use thereof, infringes, violates or misappropriates the Intellectual Property Rights of the third party (an “**IP Claim**”), then Licensee shall notify Licensor of the IP Claim and Licensee shall have the right to defend the IP Claim, using counsel of its choice. Licensee shall have sole control over the IP Claim, and Licensor shall reasonably cooperate with Licensee and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses and to mitigate damages.

(a) 如果第三方对被许可方、被许可方的关联公司、任何分许可方或许可产品的任何购买者、经销商、分销商或最终用户（包括电动汽车和储能设备制造商）或其各自的任何官员、董事、经理、股东、成员、员工和代表（各称为“**知识产权受偿人**”）提起诉讼、提出索赔或提出要求，声称许可产品、许可技术和/或许可知识产权或其使用侵犯、侵害或盗用第三方的知识产权（“**知识产权索赔**”），则被许可方应将该知识产权索赔通知许可方，并且被许可方有权使用其选择的律师为该知识产权索赔进行辩护。被许可方对知识产权索赔拥有唯一控制权，许可方应在对任何此类诉讼、索赔或要求进行辩护的过程中与被许可方及其律师进行合理合作，此类合作包括尽合理努力提供或使之可用文件、信息和证人并减轻损害。

(b) Licensor shall indemnify and hold harmless Licensee and any IP Indemnitee from and against any loss, liability or expense (including attorneys’ fees and court costs) incurred by Licensee or an IP Indemnitee as a result of any IP Claim, shall reimburse Licensee on a monthly basis for all costs and expenses (including attorneys’ fees and court costs) incurred by Licensee in defending any IP Claim and shall promptly advance to Licensee all amounts due by Licensee or other IP Indemnitee to any third party by way of judgment, settlement, penalty or otherwise as a result of an IP Claim. Without

limiting its rights and remedies, if Licensor fails to so indemnify and hold Licensee or an IP Indemnitee harmless, Licensee may set off any amount owed by Licensor to Licensee under this Section 11.4(b) against any amount due by Licensee to Licensor under this Agreement (including any Royalty Payments) or under any other agreement between Licensee, Licensor or any of their Affiliates.

(b) 许可方应赔偿并使被许可方和任何知识产权受偿方免受被许可方或知识产权受偿方因任何知识产权索赔而产生的任何损失、责任或费用（包括律师费和诉讼费），应每月向被许可方偿还被许可方在辩护任何知识产权索赔时产生的所有费用和开支（包括律师费和诉讼费），并应及时向被许可方预付被许可方或其他知识产权受偿方因知识产权索赔而欠任何第三方的所有款项（以判决、和解、罚款或其他方式）。在不限制其权利和救济的情况下，如果许可方未能对被许可方或知识产权受偿方进行赔偿并使其免受损害，则被许可方可以将许可方根据本第 11.4(b) 条欠被许可方的任何金额，与被许可方根据本协议（包括任何特许权使用费）或根据被许可方、许可方或其任何关联方之间的任何其他协议应付给许可方的任何金额进行抵销。

(c) If, during the Term or the Termination Transition Period, Licensee is required to take a license from a third party under Intellectual Property Rights owned by a third party that is royalty-bearing or otherwise requires payment of a fee to the third party in order to exercise Licensee's rights under the License, then Licensee may deduct such royalty payments and/or Royalty Payments required under Section 4.1 and Exhibit C.

(c) 如果在期限或终止过渡期内，被许可方需要根据第三方拥有的知识产权从第三方获得许可，而该知识产权是需要支付专利费的，或者需要向第三方支付费用才能使被许可方在许可下的权利，则被许可方可以扣除此类专利费和/或第 4.1 条和附件 C 要求的专利费。

(d) If, as a result of an IP Claim, Licensee is required to modify or limit its use of Licensed Technology or the Licensed Intellectual Property or if any Licensed Intellectual Property is invalidated, then Licensee may provide Licensor with written notice for the Parties to have a meeting in good faith to renegotiate the Royalty Payments in Section 4.1 to reflect the reduced value of the remaining licensed rights under the Licensed Intellectual Property and Licensed Technology, following the procedures set forth in Section 4.5.

(d) 如果由于知识产权索赔，被许可方需要修改或限制其对许可技术或许可知识产权的使用，或者任何许可知识产权无效，则被许可方可以向许可方提供书面通知，以便双方真诚地举行会议，重新协商第 4.1 条中的专利费，以反映许可知识产权和许可技术下剩余许可权利的降低价值，并遵循第 4.5 条中规定的程序。

12. LIMITATIONS OF LIABILITY.

12. 责任限制。

12.1 EXCEPT FOR THE LIABILITY EXCEPTIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, TRANSACTION LOSSES, OR OPPORTUNITY COSTS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT.

12.1 除责任例外情况外，任何情况下，任何一方均不对另一方或任何第三方因本协议引起或与本协议有关的任何特殊、后果性、偶然性、间接或惩罚性损害（包括但不限于利润损失、使用损失、交易损失或机会成本）承担责任，不论该等损害是由本协议导致、产生或以任何方式与本协议有关。

12.2 EXCEPT FOR THE LIABILITY EXCEPTIONS, IN NO EVENT SHALL EITHER PARTY'S TOTAL, AGGREGATE LIABILITY TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE ACT OR OMISSION GIVING RISE TO LIABILITY.

12.2 除责任例外情况外，在任何情况下，任何一方对另一方或任何其他第三方因本协议引起或与本协议有关的任何及所有诉讼原因承担的总累计责任不得超过被许可方在导致责任的行为或疏忽发生前十二 (12) 个月内根据本协议向许可方支付的金额。

12.3 THE "LIABILITY EXCEPTIONS" MEANS ANY DAMAGE, LOSS OR LIABILITY ARISING FROM OR RELATED TO A PARTY'S OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION) AND TO A PARTY'S BREACH OF SECTION 5.1 (COMPLIANCE WITH LAWS), SECTION 8 (RESTRICTIVE COVENANTS) OR SECTION 9 (CONFIDENTIALITY).

12.3 “责任例外”是指因一方根据第 11 条（赔偿）承担的义务以及违反第 5.1 条（遵守法律）、第 8 条（限制性承诺）或第 9 条（保密）而引起的或与其相关的任何损害、损失或责任。

12.4 THE ABOVE EXCLUSIONS AND LIMITATIONS SHALL APPLY REGARDLESS OF (a) THE FORM OF CLAIM OR ACTION, AND (b) WHETHER DAMAGES ARE FORESEEN OR FORESEEABLE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SET FORTH IN THIS SECTION 12 SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OF THE EXCLUSIVE REMEDIES PROVIDED FOR UNDER THIS AGREEMENT.

12.4 上述排除和限制均应适用，无论 (a) 索赔或诉讼的形式如何，以及 (b) 损害是否已预见或可预见，即使当事方已被告知此类损害的可能性。无论本协议规定的任何专属补救措施是否成功或有效，本第 12 条规定的责任限制和某些损害的排除均应适用。

13. TERM AND TERMINATION.

13. 期限和终止。

13.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force until terminated in accordance with the provisions herein (the "Term").

13.1 期限。本协议自生效日起生效，并将持续完全有效，直至根据本协议规定终止（“期限”）。

13.2 Termination by Licensor. If Commencement of the G1 Ohio Plant has not occurred on or before July 31, 2025 (or such later date as may be agreed upon by the Parties in writing), Licensor may terminate this Agreement for convenience by delivering written notice to Licensee

specifying that the Agreement will terminate under this Section 13.2. To exercise its termination right under this Section 13.2, Licensor must deliver its written notice of termination to Licensee on or before January 31, 2026 (or, if the Parties agree to extend the deadline beyond July 31, 2025, then Licensor must deliver such written notice of termination on or before the date that is six (6) months following the agreed upon date). Unless the Parties agree otherwise in writing, this Agreement will terminate seven (7) days after the date on which Licensor's written notice of termination is delivered to Licensee. Termination of the Consulting Agreement under Section 11.2 therein shall automatically terminate this Agreement, effective as of the effective date of termination of the Consulting Agreement.

1.1. **13.2 许可方终止。**如果 G1 俄亥俄工厂的开工日期未在 2025 年 7 月 31 日或之前（或双方书面约定的更晚日期），许可方可以向被许可方发送书面通知，说明本协议将根据本第 13.2 条终止，从而为方便起见终止本协议。为行使本第 13.2 条规定的终止权，许可方必须在 2026 年 1 月 31 日或之前向被许可方发送书面终止通知（或者，如果双方同意将截止日期延长至 2025 年 7 月 31 日之后，则许可方必须在约定日期后六 (6) 个月或之前发送此类书面终止通知）。除非双方以书面形式另行约定，本协议将在许可方向被许可方发送书面终止通知之日起七 (7) 天后终止。咨询协议根据其第 11.2 条终止将自动终止本协议，且本协议的终止自咨询协议终止之日起生效。

13.3 **Termination for Breach.** If a Party is in material breach of any obligations under this Agreement, the other Party may give written notice of such breach to that Party. After notice is provided, the Party alleged to be in material breach shall have sixty (60) days in which to cure such breach. If such breach is not cured within sixty (60) days after the date of such notice, then the other Party shall have the option, in addition to any other rights and remedies it may have, to terminate this Agreement after providing notice of such termination to the Party alleged to be in breach.

13.3 **因违约而终止。**如果一方严重违反本协议项下的任何义务，另一方可向该方发出此类违约的书面通知。发出通知后，被指控严重违约的一方应有六十 (60) 天的时间来纠正此类违约。如果此类违约未在通知之日起六十 (60) 天内纠正，则另一方除了可享有的任何其他权利和补救措施外，还有权选择在向被指控违约的一方发出终止通知后终止本协议。

13.4 **Termination Transition.** If this Agreement terminates for any reason, Licensee may continue to exercise its rights under the License for so long as Licensee may require, in order (a) to distribute and sell all Licensed Products then in the possession or control of Licensee or its Affiliates, including any Licensed Products manufactured, directly or indirectly, using the Input Materials described in this Section 13.4; and (b) to perform all of Licensee's obligations under its agreements with Licensee Customers, including the processing of Input Materials to manufacture, distribute and sell Licensed Products for Licensee Customers under such agreements (the "**Termination Transition Period**"). During the Termination Transition Period, except as provided herein, all terms and conditions applicable to Licensee's use of the License shall continue, subject to the additional terms and conditions of this Agreement. During the Termination Transition Period, Licensee shall remain obligated to make Royalty Payments when due under Section 4.1, **Exhibit C** and under any Project Addendum for any Next Generation Licensed Product.

13.4 **终止过渡。**如果本协议因任何原因终止，则被许可方可继续行使其在许可项下的权利，只要被许可方需要，以便 (a) 分销和销售被许可方或其关联方当时拥有或控制的所有许可产品，包括使用本第 13.4 条所述投入材料直接或间接制造的任何许可产品；以及 (b) 履行被许可方根据其与被许可方客户达成的协议的所有义务，包括处理投入材料以根据此类协议为被许可方客

户制造、分销和销售许可产品（“**终止过渡期**”）。在终止过渡期内，除本协议另有规定外，所有适用于被许可方使用许可的条款和条件应继续有效，但须遵守本协议的附加条款和条件。在终止过渡期内，被许可方仍有义务根据第 4.1 条、附件 C 以及任何下一代许可产品的任何项目附录规定，支付到期特许权使用费。

13.5 Effect of Termination. Upon termination of this Agreement for any reason, (a) all licenses granted by Licensor under this Agreement shall continue through the Termination Transition Period and thereafter shall terminate, (b) after the Termination Transition Period, each party shall return all copies of Confidential Information of the other Party, provided that each Party may retain one (1) copy of the Confidential Information of the other Party for record-keeping purposes and (c) after the Termination Transition Period, Licensee’s obligation to make payments to Licensor shall cease.

13.5 终止的效力。本协议因任何原因终止后，(a) 许可方根据本协议授予的所有许可应在终止过渡期内继续有效，并在终止过渡期结束后终止；(b) 终止过渡期结束后，各方应归还对方所有机密信息副本，但各方可保留一份 (1) 对方机密信息副本用于记录目的；(c) 终止过渡期结束后，被许可方向许可方付款的义务终止。

13.6 Survival. All defined terms and the following sections shall survive termination of this Agreement for any reason: 1, 4.5, 4.6, 5, 6, 8, 9, 10, 11, 12, 13, 14 and 15.

13.6 继续有效。所有定义的术语和以下条款在本协议因任何原因终止后继续有效：1、4.5、4.6、5、6、8、9、10、11、12、13、14 和 15。

14. DISPUTE RESOLUTION.

14. 争议解决。

14.1 Choice of Law. This Agreement and all duties and obligations arising pursuant to this Agreement shall be governed by the laws of the State of Delaware, USA, excluding the conflicts of laws rules of that State, as though this Agreement was made and performed entirely within that State. Notwithstanding the preceding sentence, any and all matters relating to the Licensed Patents will be governed by the substantive laws of the United States of America.

14.1 法律选择。本协议及根据本协议产生的所有责任和义务应受美国特拉华州法律管辖，但不包括该州的法律冲突规则，如同本协议完全在该州签订和履行。尽管有上述规定，与许可专利有关的任何事项均受美国实体法管辖。

14.2 Arbitration. Any dispute, controversy, difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**HKIAC Rules**”). The seat of the arbitration shall be Hong Kong. The language to be used in the arbitral proceedings shall be English, and the English-language versions of all documents and agreements shall be controlling. The number of arbitrators shall be one. Notwithstanding any contrary provisions in the HKIAC Rules, each Party shall bear its own costs and expenses of the arbitration and one-half (1/2) of the fees and costs for the arbitrator unless the arbitrator determines the fees and costs should be borne by one of

the Parties. The arbitrator may not award or assess punitive damages against either Party. The arbitral award shall be final and binding on all the Parties.

14.2 仲裁。因本协议引起的或与本协议相关的任何争议、争执、分歧，包括有关本协议的存在、有效性、违反或终止的任何问题，均应提交香港国际仲裁中心（“**HKCIAC**”）根据提交仲裁通知时有效的香港国际仲裁中心仲裁规则（“**HKCIAC 规则**”）通过仲裁最终解决。仲裁地为香港。仲裁程序中使用的语言为英语，所有文件和协议均以英语版本为准。仲裁员人数为一名。尽管 **HKCIAC** 规则有任何相反规定，各方应承担自己的仲裁费用和开支以及一半（1/2）的仲裁员费用和开支，除非仲裁员确定费用和开支应由一方承担。仲裁员不得对任何一方判处或评估惩罚性赔偿。仲裁裁决应为终局裁决，对各方均具有约束力。

15. MISCELLANEOUS.

15. 其他事项。

15.1 Assignment. Neither Party may assign this Agreement to any third party, in whole or in part, including by operation of law, without the prior written consent of the other Party, provided that (a) each Party may assign this Agreement to any entity that acquires all or substantially all of its capital stock or its assets connected to the business to which this Agreement relates, whether through purchase, merger, consolidation or otherwise and (b) Licensee may assign this Agreement, in whole or in part, to any Affiliate of Licensee. Prohibited assignments are null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties' permitted successors and assigns.

15.1 转让。未经另一方事先书面同意，任何一方均不得将本协议全部或部分转让给任何第三方，包括通过法律运作，但 (a) 各方均可将本协议转让给任何获得其全部或大部分股本或与本协议所涉业务相关的资产的实体，无论是通过购买、合并、整合还是其他方式；以及 (b) 被许可方可将本协议全部或部分转让给被许可方的任何关联公司。禁止的转让无效。本协议对双方获准的继承人和受让人具有约束力并应使其受益。

15.2 Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving Party at the address set forth herein. All such communications shall be effective when received. Notices delivered personally or by facsimile shall be deemed given as of actual receipt, and mailed notices shall be deemed given as of five (5) days after mailing.

15.2 通知。本协议规定的所有通知、同意、请求、指示、批准或其他通信均应为书面形式，并通过亲自送达、隔夜快递、邮寄、电子传真或电子邮件送达至本协议所述地址的接收方。所有此类通信应在收到后生效。亲自送达或传真送达的通知应于实际收到时视为已送达，邮寄的通知应于邮寄后五 (5) 天内视为已送达。

If to Licensor, at:

Hunan Chenyu Fuji New Energy Technology Co.,
Ltd.
[REDACTED ADDRESS AND CONTACT NAME]
[REDACTED EMAIL ADDRESS]

如果发给许可方，则发送至：

湖南宸宇富基新能源科技有限公司
中华人民共和国长沙市望城区金荣企业园普瑞西路

[REDACTED ADDRESS AND CONTACT NAME]
[REDACTED EMAIL ADDRESS]

If to Licensee, at:

如果发给被许可方，则发送至：

Graphite One Products Inc.
[REDACTED ADDRESS AND CONTACT NAME]

Each Party may change the address set forth above by notice to the other Party given as provided herein.

各方均可通过按照本协议规定向另一方发出通知来更改上述地址。

15.3 Entire Agreement. This Agreement, including the Exhibits, constitutes the complete and exclusive statement of the agreement between the Parties. All previous representations and agreements, whether oral or written, regarding the subject matter of the Agreement are merged in this Agreement.

15.3 完整协议。 本协议（包括附件）构成双方之间协议的完整且排他性声明。所有先前关于本协议主题的陈述和协议（无论是口头的还是书面的）均合并到本协议中。

15.4 No Publication. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, except as expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the other Party's prior written consent. Notwithstanding the foregoing, the execution of this Agreement is considered material to Licensee's parent company, Graphite One Inc., as a publicly listed company, and Graphite One, Inc. will be required to publicly disclose this Agreement through a press release on or immediately after the Effective Date.

15.4 禁止发布。 未经另一方事先书面同意，任何一方均不得发布或发布与本协议有关的任何公告、声明、新闻稿或其他宣传或营销材料，或以其他方式使用另一方的商标、服务标记、商品名称、徽标、域名或其他来源、关联或赞助标志，除非本协议明确允许。尽管有上述规定，本协议的执行对被许可方的母公司 Graphite One Inc.（作为一家上市公司）而言具有重大意义，Graphite One, Inc. 将被要求在生效日期或之后立即通过新闻稿公开披露本协议。

15.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Laws. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the Parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by Laws.

15.5 可分割性。只要可能，本协议的每一项规定都应以适用法律下有效和有效的方式进行解释。如果本协议中的任何条款、条件或规定在任何程度上被发现无效、非法或不可执行，双方将本着诚意努力同意修订，尽可能保留本协议中表达的意图。如果双方未能就修订达成一致，则无效的条款、条件或规定将从本协议的其余条款、条件和规定中分离，其余条款、条件和规定将在法律允许的最大范围内继续有效并可执行。

15.6 Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the Parties to this Agreement. No course of dealing between the Parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

15.6 修改、修订、放弃或终止。除非经本协议双方签署书面文书，否则本协议的任何条款均不得修改、修订、放弃或终止。双方之间的任何交易过程均不得修改、修订、放弃或终止本协议的任何条款或任何一方根据或因本协议而享有的任何权利或义务。

15.7 No Strict Construction; Rules of Interpretation. Neither Party shall be deemed to be the drafter of this Agreement, and this Agreement shall not be strictly construed against one Party or the other. The word “including” and words of similar import means “including, without limitation” and “including, but not limited to.” All references to dollars (or \$) means U.S dollars. This Agreement is intended to be interpreted only with reference to the English-language terms set forth herein, and any translations are for informational purposes only and are excluded from this Agreement. In case of discrepancies between the English version of this Agreement and any translations, the English version shall prevail.

15.7 无严格解释；解释规则。任何一方均不得被视为本协议的起草人，本协议不得严格解释为不利于一方或另一方。“包括”一词及其类似含义的词语是指“包括但不限于”和“包括但不限于”。所有提及美元（或 \$）均指美元。本协议仅应参考此处规定的英文术语进行解释，任何翻译仅供参考，不包含在本协议中。如果本协议的英文版本与任何翻译版本之间存在差异，则以英文版本为准。

15.8 Licensor Insolvency. If Licensor becomes insolvent or if any receiver is appointed to wind-up Licensor’s business or liquidate its assets, Licensor shall instruct the receiver to take all actions permitted by applicable Laws to preserve the rights and licenses granted under this Agreement. For the avoidance of doubt, if the receiver nonetheless terminates or rescinds this Agreement, it will be considered as termination under Section 13 of the Agreement and Sections 13.4, 13.5 and 13.6 and other relevant provisions relating to termination of this Agreement shall apply.

15.8 许可方破产。如果许可方破产或任何接管人被任命清算许可方的业务或清算其资产，许可方应指示接管人采取适用法律允许的所有行动，以保留本协议授予的权利和许可。为避免疑问，如果接收方仍然终止或撤销本协议，则将被视为根据本协议第 13 条终止，并适用第 13.4、13.5 和 13.6 条以及与终止本协议有关的其他相关规定。

15.9 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

15.9 标题。本协议中的标题仅供参考，不得以任何方式影响本协议的含义或解释。

15.10 Coordination with other Agreements. This Agreement, the Consulting Agreement, the Supply Agreement, the Mutual NDA and the Sales Rep Agreement are intended to be interpreted in a manner consistent with each other. In the event of a conflict between such agreements, the following hierarchy will apply: first, this Agreement, followed by the Consulting Agreement, followed by the Supply Agreement, followed by any other supply agreement entered into by and between Licensor and any Affiliate of Licensee, followed by the Sales Rep Agreement, and followed by the Mutual NDA.

15.10 与其他协议的协调。本协议、咨询协议、供应协议、相互保密协议和销售代表协议应以一致的方式进行解释。如果此类协议之间发生冲突，则将适用以下层次结构：首先是本协议，然后是咨询协议，然后是供应协议，然后是许可方与被许可方的任何关联方之间签订的任何其他供应协议，然后是销售代表协议，然后是相互保密协议。

15.11 No Agency. The Parties are independent contractors and nothing in this Agreement shall be construed to create an agency, joint venture, partnership, or other form of business association between the Parties. Neither Party shall represent to any third party that it has any authority to create any binding obligation upon the other Party.

15.11 无代理。双方均为独立承包商，本协议中的任何内容均不得解释为在双方之间建立代理、合资、合伙或其他形式的商业关联。任何一方均不得向任何第三方表示其有权对另一方产生任何具有约束力的义务。

15.12 Third Party Benefit. Except as provided in Section 11, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities of any nature whatsoever.

15.12 第三方利益。除第 11 条规定外，本协议中的任何内容（明示或暗示）均无意赋予任何其他人任何性质的权利、救济、义务或责任。

15.13 Force Majeure. Neither Party shall be liable to the other for any loss or damage attributable to, and neither Party shall be deemed to be in default hereunder as a result of, any failure or delay in performance (other than the payment of amounts due under this Agreement) caused by an event of force majeure. For purposes of this Agreement, the term “**force majeure**” shall include strike, lockout, earthquake, hurricane, flood, fire, epidemic, pandemic, acts of God or nature, war, rebellion, civil disorders, piracy, acts of civil or military authorities, quarantine restrictions, compliance with any directive, order or regulation of any governmental authority or representative thereof acting under claim or color of authority, widespread electrical or telecommunications failures (including successful attacks on the Internet infrastructure), and any other causes beyond the reasonable control of the Party whose performance is affected. Each of the Parties shall use all reasonable efforts to minimize the consequences of force majeure.

15.13 不可抗力。任何一方均不对另一方因不可抗力事件导致的任何未能履行或延迟履行（本协议项下到期款项的支付除外）而造成的任何损失或损害承担责任，任何一方均不得被视为因不可抗力事件而违约。就本协议而言，“**不可抗力**”一词包括罢工、停工、地震、飓风、水灾、火灾、流行病、天灾或自然灾害、战争、叛乱、内乱、海盗行为、民事或军事当局的行为、检疫限制、遵守任何政府当局或其代表以声称或假装的权力行事的任何指令、命令或规定、大面积电力或电信故障（包括对互联网基础设施的成功攻击）以及任何其他超出履约受到影响的各方合理控制范围的原因。各方应尽一切合理努力将不可抗力的后果降至最低。

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or PDF signature pages shall be deemed original counterparts.

15.14 副本。本协议可以签署两份或多份副本，每份副本均视为原件，但所有副本合在一起应构成同一份文书。传真或 PDF 签名页应视为原件。

[Signature Page Follows] 【以下为签署页】

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. 兹证明，双方已促使其正式授权代表签署本协议。

HUNAN CHENYU FUJI NEW TECHNOLOGY CO., LTD. 湖南宸宇富基新技术有限公司 **GRAPHITE ONE PRODUCTS INC.**

By: 签署人 (signed) "Xiangqing Zhou"

By: 签署人 (signed) "Anthony Huston"

Name: Xiangqing Zhou
姓名: _____

Name: Anthony Huston
姓名: _____

Title: 职 Chairman & Chief Executive Officer
称: _____

Title: 职 President & Chief Executive Officer
称: _____

Attachments:附件:

Exhibit A – Licensed Patents 附件 A – 许可专利

Exhibit B – Form of Project Addendum 附件 B – 项目附录形式

Exhibit C –Royalties 附件 C – 许可费/特许权使用费

Exhibit D – Licensor Affiliates 附件 D – 许可方关联公司

EXHIBIT A 附件 A

LICENSED PATENTS 已授权专利

产品-属性 Product-attributes	发明人 Inventor	专利名称 Patent name	专利权人 Patentee	申请号 Application number	申请日 Application date	专利类型 Type of patent	当前法律状态 Current legal status	授权公告日 The date of the authorization announcement
常规石墨 Conventional graphite	周昊宸 Zhou Haochen	一种具有梯度结构的人造石墨负极材料及其制备和应用 Artificial graphite anode material with gradient structure, preparation and application thereof	湖南宸宇富基新能源科技有限公司 Hunan Chenyu Fuji New Energy Technology Co., Ltd	CN201811205550.1	10/16/2018	发明 invent	授权 authorization	10/26/2021
常规石墨 Conventional graphite	周向清; 周昊宸; 王鹏; 周进辉 ZHOU Xiangqing; ZHOU Haochen; WANG Peng; Zhou Jinhui	一种异质碳包覆的石墨负极材料及其制备和在锂电池中的应用 Heterogeneous carbon-coated graphite anode material and its preparation and application in lithium secondary battery	湖南宸宇富基新能源科技有限公司 Hunan Chenyu Fuji New Energy Technology Co., Ltd	CN202111011626.9	8/31/2021	发明 invent	授权 authorization	5/16/2023

常规石墨 Conventional graphite	梁育政；黄 文斌；王 原；吴舟 Liang Yuzheng; HUANG Wenbin; WANG Yuan; Wu Zhou	人造石墨材料及其制备和在锂二次电池中的应用 Artificial graphite materials and their preparation and application in lithium secondary batteries	大理宸宇储能新材料有限公司 Dali Chenyu Energy Storage New Materials Co., Ltd	CN202211201843.9	9/29/2022	发明 invent	授权 authorization	2/9/2024
常规石墨 Conventional graphite	王鹏；周钦 ；蒋凯 WANG Peng; ZHOU Qin; Jiang Kai	人造石墨负极活性材料及其制备和应用 Artificial graphite anode active materials and their preparation and application	湖南宸宇富基新能源科技有限公司 Hunan Chenyu Fuji New Energy Technology Co., Ltd	CN202211288777.3	10/20/2022	发明 invent	授权 authorization	5/17/2024

EXHIBIT B 项目附录形式

FORM OF PROJECT ADDENDUM

This Project Addendum #__ (this “**Project Addendum**”) is by and between Hunan Chenyu Fuji New Energy Technology Co., Ltd., a Chinese limited liability company (“**Licensor**”), and Graphite One Products Inc., a corporation incorporated under the laws of the State of Delaware, USA, (“**Licensee**”), is a Project Addendum under the Technology License Agreement (the “**Agreement**”) dated as of October 18, 2024 by and between Licensor and Licensee and is effective as of _____ (“**Project Addendum Effective Date**”). The Agreement applies to this Project Addendum and this Project Addendum is incorporated by reference into the Agreement.

本项目附录 #__（本“**项目附录**”）由湖南宸宇富基新能源科技有限公司（一家中国有限责任公司）（“**许可方**”）与 Graphite One Products Inc.（一家根据美国特拉华州法律注册成立的公司）（“**被许可方**”）签署，是许可方与被许可方于 2024 年 10 月__日 签署的技术许可协议（以下简称“**协议**”）项下的项目附录，自 _____ 起生效（“**项目附录生效日期**”）。本《协议》适用于本项目附录，本项目附录通过引用纳入本协议。

The material terms of the Licensed Product are as follows: 许可产品的实质性条款如下：

1. SPECIFICATIONS: 1. 规格：

[To be provided by Licensee] • [由许可方提供]

•

2. LICENSED TECHNOLOGY: 2. 许可技术：

[To be provided by Licensee] [由许可方提供]

•

3. DELIVERY OF LICENSED TECHNOLOGY: 3. 许可技术的交付：

Licensor shall deliver the Licensed Technology to Licensee for the manufacture of Licensed Products in accordance with Section 5 of the Agreement.

许可方应根据《协议》第 5 条向许可方交付许可技术，以制造许可产品。

•

4. DESIGNATED G1 PLANT/PLANTS: 4. 指定的 G1 工厂：

[To be determined by the Parties] [由双方确定]

•

5. LICENSED PRODUCTS: 5. 许可产品:

[To be determined by the Parties] • [由双方确定]

IN WITNESS WHEREOF, the Parties hereto have caused this Project Addendum to be executed by their duly authorized representatives as of the Project Addendum Effective Date.

特此证明，本协议各方已促使其正式授权的代表自项目附录生效日起签署本项目附录。

(signed) “*Xiangqing Zhou*”

LICENSEE: Graphite One Products Inc. By: (signed) “ <i>Anthony Huston</i> ” Name: <u>Anthony Huston</u> Title: <u>President & Chief Executive Officer</u>	LICENSOR: Hunan Chenyu Fuji New Energy Technology Co., Ltd 湖南宸宇富基新能源科 技有限公司 By: (signed) “ <i>Xiangqing Zhou</i> ” Name: <u>Xiangqing Zhou</u> Title: <u>Chairman & Chief Executive Officer</u>
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EXHIBIT C 附件 C

ROYALTIES 特许权使用费

1. During the Term and the Termination Transition Period, Licensee shall pay Licensor a royalty for the sale of Basic Licensed Products each calendar quarter in an amount determined in accordance with this Section 1 (each, a “Royalty Payment”).

1. 在期限和终止过渡期内，被许可方应每季度向许可方支付基本许可产品销售的特许权使用费，金额根据本第 1 条确定（每项均称为“特许权使用费”）。

(a) So long as at least one of the Licensed Patents has one more claims that are issued and not invalidated in the Licensed Territory, the Royalty Payment will be determined by multiplying Net Sales of Basic Licensed Products by the applicable percentage set forth in Table 1 below:

(a) 只要至少一项许可专利在许可地域内还有一项权利要求已发布且未被无效，则特许权使用费将通过将基本许可产品的净销售额乘以下表 1 中规定的适用百分比来确定：

Table 1 表 1

Tier 等级	Net Sales of Basic Licensed Products 基本许可产品的净销售额	Applicable Percentage 适用百分比
1	≤ USD 7.5 million ≤ 750 万美元	3.0%
2	> USD 7.5 million ≤ USD 15 million > 750 万美元 ≤ 1500 万美元	2.5%
3	> USD 15 million ≤ USD 22.5 million > 1500 万美元 ≤ 2250 万美元	2.0%
4	> USD 22.5 million ≤ USD 30 million > 2250 万美元 ≤ 3000 万美元	1.25%
5	> USD 30 million > 3000 万美元	0.8%

(b) If all claims of all Licensed Patents have expired or been invalidated in the Licensed Territory, the Royalty Payment will be determined by multiplying Net Sales of Basic Licensed Products by the applicable percentage set forth in Table 2 below, provided that no further payment obligations will be required if all trade secrets included in the Licensed Technology and Licensed Intellectual Property cease to be confidential and proprietary:

(b) 如果所有许可专利的所有权利要求在许可地域内均已过期或被无效，则特许权使用费将通过将基本许可产品的净销售额乘以下表 2 中规定的适用百分比来确定，但如果许可技术和许可知识产权中包含的所有商业秘密不再具有机密性和专有性，则无需进一步支付义务：

Table 2 表 2

Tier 等级	Net Sales of Basic Licensed Products 基本许可产品的净销售额	Applicable Percentage 适用百分比
1	≤ USD 7.5 million ≤ 750 万美元	2.25%
2	> USD 7.5 million ≤ USD 15 million > 750 万美元 ≤ 1500 万美元	1.875%
3	> USD 15 million ≤ USD 22.5 million > 1500 万美元 ≤ 2250 万美元	1.5%
4	> USD 22.5 million ≤ USD 30 million > 2250 万美元 ≤ 3000 万美元	0.9375%
5	> USD 30 million > 3000 万美元	0.6%

(c) Calculations under Section 1(a) and Section 1(b) of this Exhibit C will use a “stair-step” method, meaning that, in each calendar year, payments are subject to the applicable percentage of each level until Net Sales exceed that level. As an example and without limitation, if Net Sales of Basic Licensed Products in a calendar year were \$25,000,000 and Table 1 applies, the Royalty Payment for that calendar year would be determined as follows:

(c) 根据本附件 C 第 1(a) 节和第 1(b) 节进行的计算将采用“阶梯式”方法，即在每个日历年，付款均须遵守每个级别的适用百分比，直到净销售额超过该级别。举例来说（但不限于），如果某个日历年基本许可产品的净销售额为 25,000,000 美元，且表 1 适用，则该历年度的特许权使用费付款将按以下方式确定：

- the first \$7,500,000 in Net Sales would be multiplied by 3.0% (totaling \$225,000);
- 第一个 7,500,000 美元的净销售额将乘以 3.0%（总计 225,000 美元）；
- the next \$7,500,000 in Net Sales would be multiplied by 2.5% (totaling \$187,000);
- 下一个 7,500,000 美元的净销售额将乘以 2.5%（总计 187,000 美元）；
- the next \$7,500,000 in Net Sales would be multiplied by 2.0% (totaling \$150,000);
- 下一个 7,500,000 美元的净销售额将乘以 2.0%（总计 150,000 美元）；
- the remaining \$2,500,000 in Net Sales would be multiplied by 1.25% (totaling \$31,250); and
- 剩余的 2,500,000 美元净销售额将乘以 1.25%（总计 31,250 美元）；及

- the total Royalty Payment due for such calendar year would be the sum of those amounts, or \$593,250.
- 该日历年应付的特许权使用费总额将是这些金额的总和，即 593,250 美元。

For avoidance of doubt, the foregoing calculations reset after each calendar year, so if Net Sales of Basic Licensed Products in the following year were also \$25,000,000 and Table 1 continues to apply, the calculation for that calendar year would follow the steps above.

为避免疑问，上述计算在每个日历年后重置，因此，如果下一年度的基本许可产品的净销售额也是 25,000,000 美元，并且表 1继续适用，则该历年度的计算将遵循上述步骤。

If during any calendar year Table 1 ceases to apply and Table 2 begins to apply, Table 1 will apply to all Net Sales of Basic Licensed Products until the point in time when Table 2 applies, and Table 2 will apply to all Net Sales of Basic Licensed Products thereafter. Similarly, if Table 1 applies at the beginning of a calendar year and new Licensed Patent(s) issue after such date, Table 2 will apply to Net Sales of Basic Licensed Products after the issue date of the new Licensed Patent(s). For purposes of these calculations, Net Sales of Basic Licensed Products will be deemed received when Licensee recognizes the revenue in accordance with its accounting practices, regardless of invoice date or payment date.

如果在任何日历年中表 1停止适用而表 2开始适用，则表 1将适用于所有基本许可产品的净销售额，直到表 2适用的时间点，表 2将适用于此后所有基本许可产品的净销售额。同样，如果表 1适用于历年度的开始，并且新的许可专利在此日期之后发布，则表 2将适用于新许可专利发布日期之后的基本许可产品的净销售额。为了进行这些计算，当被许可方根据其会计惯例确认收入时，将视为已收到基本许可产品的净销售额，无论发票日期或付款日期如何。

3. The Royalty Payments are subject to the additional payment terms set forth in Section 4.2 of the Agreement.

3. 特许权使用费须遵守协议第 4.2 条规定的额外付款条款。

4. Licensee shall include with each Royalty Payment a royalty report for the applicable calendar quarter (a “**Royalty Report**”) that sets forth, for Licensee and for each Affiliate: (a) the quantity of Licensed Products sold by Licensee or its Affiliates in the applicable calendar quarter (i) in the Licensed Territory as whole and (ii) outside of the Licensed Territory, on a country-by-country basis, in each case for use in Energy Storage Devices; (b) the total amount received by Licensee or its Affiliates from third parties (other than Affiliates) for such Licensed Products; (c) Licensee’s calculation of the Net Sales, with a line item for each deduction applicable in such calendar quarter; (d) the total Royalty Payment due to Licensor for the applicable calendar quarter, as determined by the applicable Tables set forth on this Exhibit C, showing the Applicable Percentage for each step of the calculation; and (e) if applicable, any set off or deduction against such amounts permitted under this Agreement.

4. 被许可方应在每次特许权使用费支付中附上适用日历季度的特许权使用费报告（“**特许权使用费报告**”），该报告针对被许可方和每个关联方列出：(a) 被许可方或其关联方在适用日历季度 (i) 在整个许可地区和 (ii) 在许可地区以外，按国家/地区销售的许可产品数量，在每种情况下均用于储能设备；(b) 被许可方或其关联方从第三方（关联方除外）收到的该等许可产品的总金额；(c) 被许可方计算的净销售额，并对相应日历季度适用的每项扣除进行分项说明；(d) 应向许可方

支付的相应日历季度的特许权使用费总额，如本附件 C 中所列的适用表格所确定，并显示计算每一步的适用百分比；以及 (e) 如果适用，本协议允许对上述金额进行任何抵销或扣除。

EXHIBIT D 附件 D**LICENSOR AFFILIATES 许可方关联公司**

关联公司		Affiliates
1	湖南格拉富新材料科技有限公司	Hunan Grafu New Material Technology Co., Ltd
2	湖南烯富环保科技有限公司	Hunan Enefu Environmental Protection Technology Co., Ltd
3	上海宸宇富基新能源技术有限公司	Shanghai Chenyu Fuji New Energy Technology Co., Ltd
4	南宁宸宇新能源科技有限公司	Nanning Chenyu New Energy Technology Co., Ltd
5	广西宸宇新材料有限公司	Guangxi Chenyu New Materials Co., Ltd
6	大理宸宇储能新材料有限公司	Dali Chenyu Energy Storage New Materials Co., Ltd
7	广西宸星新材料研究院有限公司	Guangxi Chenxing New Materials Research Institute Co., Ltd
8	湖南钠源新材料有限公司	Hunan Nayuan New Materials Co., Ltd
9	宁夏汇能宸宇新能源科技有限公司	Ningxia Huineng Chenyu New Energy Technology Co., Ltd
10	兴安盟汇能宸宇新能源有限公司	Xing'an Menghui Neng Chenyu New Energy Co., Ltd
11	湖南宸宇富基供应链管理有限公司	Hunan Chenyu Fuji Supply Chain Management Co., Ltd