

GENERAL TERMS OF SUPPLY

1. SUBJECT

1.1. NORD MINERALS (hereinafter referred to as the "Company") undertakes to supply the equipment to the Client as expressly agreed thereby; the list, quantity and characteristics of the equipment are agreed upon by the Parties in the respective Purchase Order.

1.2. The supply of the equipment should not be treated and/or considered as the advertising and (or) any means of promoting products; the equipment is not transferred to the Client for the purpose of safekeeping.

1.3. The Company represents and acknowledges that the performance of the supply obligations will be done using Company's own equipment and/or facilities, resources, and personnel; and the obligations will be performed with diligence and promptness and in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the Client; and the Company at its own expense would comply with the provisions of all applicable laws and regulations.

2. PRICING AND PAYMENT TERMS

2.1. The Client shall pay to the Company the purchase price as established in the Purchase Order.

2.2. All payments shall be made to the bank details of the Company as provided by the Purchase Order.

3. TERM AND TERMINATION

3.1. The Purchase Order enters into force from the signing date and shall be valid and is valid until the Parties fully fulfill their obligations thereunder.

3.2. The Purchase Order may be terminated earlier by final completion of the supply or through the termination provisions provided herein.

3.3. Either party may terminate the Purchase Order and obligations arising thereof at any time if another party violates the terms of the supply.

3.4. Upon termination or expiry of the Purchase Order, the Company is not entitled to any indemnity claim or any other indemnification, compensation, or payment, including any claim with regard to any investments made.

4. RELATIONSHIP

4.1. The Parties understand and agree that the Company is an independent entity and that it is not an employee, agent or servant of the Client, nor is Company entitled to any employment benefits. COMPANY UNDERSTANDS AND AGREES THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT IT IS OBLIGATED TO PAY ALL APPLICABLE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO SUPPLY OF THE EQUIPMENT.

4.2. As an independent entity, the Company agrees that it does not have the authority to act for the Client, or to bind the Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Client; and the Company has and hereby retains control of and supervision over the performance of its obligations hereunder and control over any persons employed or contracted by the Company for performing the obligations hereunder; and the Client will not provide training or instruction to the Company or any of its employees regarding the performance of the supply under the Purchase Order.

4.3. The Company represents that it is engaged in providing similar services to any other entities and/or individuals and not required to work exclusively for the Client.

5. CHANGES AND ALTERATIONS

5.1. The Client may order changes in the scope of supply detailed in the Purchase Orders, consisting of additions, deletions, or modifications. All changes shall be authorized by a written addendum designating the services to be added, changed, or deleted, the increase or decrease in costs, and any change in time for completion of the project. The Parties or their duly authorized agents, shall sign this addendum.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Parties hereby agree that any data, reports, drawings documents or other things or information provided by the Company to the Client during the performance of the supply, and any reports, drawings or other writings required under this performance

shall be and remain the sole property of the Company at all times; and the Client shall be considered as obtained the non-exclusive license to such documents and information sufficient for proper use thereof in Client's business.

7. INDEMNITY

7.1. Either Party shall indemnify and hold harmless another Party from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions, arising out of the performance of the Purchase Order by such Party.

8. COMPLIANCE

8.1. Each Party shall at its own expense comply with all laws and regulations relating to its activities in terms of the supply of the equipment, as they may change from time to time, and with any conditions binding on such Party in any applicable licenses, registrations, permits and approvals.

8.2. With respect to the fulfilment of each Purchase Order, the parties undertake as follows:

(a) To comply with any and all laws and regulations applicable to the Parties with respect to the supply and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or imposing licensing requirements on the same, including without limitation financial sanctions, trade embargoes and export controls (together "Trade Sanctions Laws");

(b) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to or suffer any adverse consequences of any kind arising directly or indirectly from, any Trade Sanctions Laws.

8.3. Either Party is entitled to suspend performance of its obligations and to terminate its obligations, with immediate effect and without liability, if:

(a) in its sole discretion, circumstances exist that could result in the non-fulfilment of Trade Sanction Law;

(b) the Party becomes a sanctioned entity; or any bank refuses to receive or otherwise process any payment thereunder;

(d) in its sole discretion, performance of its obligations becomes commercially non-viable because of the Trade Sanctions Laws.

8.4. Consistent with its general compliance obligations under this Section, either Party shall:

(a) comply with all applicable anti-bribery and anti-corruption laws as well as;

(b) in carrying out its responsibilities the Parties shall not:

(i) directly or indirectly offer, promise to give, give, or authorize the giving of any financial compensation or other advantages or anything else of value to any public official, candidate for public office, political party, or any other public person or entity for the purpose of influencing or rewarding any act or decision of such person or entity to perform or omit to perform any act to obtain or retain business or some other business related advantage for the Party;

(ii) directly or indirectly offer, promise to give, give, or authorize the giving of any financial compensation or other advantage or anything else of value to any director, officer, employee, or intermediary of another company or organization in the private sector with the intent of causing the recipient or some other person to perform an act favorable to the Party, or refrain from performing an act unfavorable to the Party, or as a reward for having done so; and

(iii) directly or indirectly solicit or accept any financial or other advantage or anything else of value in exchange for violating its, his or her duty of loyalty to the Party or as a reward for having done so.

(c) have and shall maintain in place its own policies and procedures, including adequate procedures under the applicable anti-bribery and anti-corruption laws, to ensure compliance therewith;

(d) promptly report on any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of obligations of the party;

(e) immediately notify if any public official becomes an officer or employee of the Party or acquires a direct or indirect interest thereon.

9. LIABILITY

9.1. Neither Party shall be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Parties' reasonable control.

9.2. Neither Party shall be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to performance of the obligations of the Party or the transactions it contemplates (whether for breach of contract, tort,

negligence, or other form of action) and irrespective of whether the Party has been advised of the possibility of any such damage.

9.3. In no event will Company's liability exceed the 10% of the price paid by the Client for the equipment under the respective Purchase Order giving rise to the claim or cause of action.

9.4. If the Client breaches the payment term, the Company is entitled to claim the penalties of one tenth of percent (0,1%) of the amount of indebtedness per day.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. Performance of the obligations under the Purchase Order shall be governed by and construed in accordance with the laws of incorporation of the Company.

10.2. Any dispute, controversy or claim arising out of or in connection with the Purchase Order or a breach, termination, or invalidity thereof, shall be finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of jurisdiction as of the place of incorporation of the Company. Three arbitrators shall be appointed in accordance with the said Rules. Proceedings shall take place as per the location of the registered office of the Company. The language to be used in the arbitral proceedings shall be English. This Section shall not preclude a Party from obtaining interim injunctive relief on an immediate basis from a court of competent jurisdiction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings.

11. MISCELLANEOUS

11.1. The Client has the right to remove the Company's employees from the production site where the equipment is installed if they violate labor protection rules, industrial safety rules and safety requirements, internal labor regulations and environmental regulations.

11.2. Either Party may not assign any of its rights under the Purchase Order or delegate any performance thereunder, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

11.3. The Purchase Order contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

11.4. Any notice or other communication given or made to any Party shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated herein or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

11.5. No Party shall be deemed to have waived any provision of the Purchase Order or the exercise of any rights held thereunder unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation shall not constitute a waiver of any other subsequent breach or violation.

11.6. These terms shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of these terms are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision thereof.

11.7. If any of the provisions thereof shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire terms, but rather the entire terms shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes thereof.