

## DESERT CONTROL AMERICAS INC. – STANDARD TERMS AND CONDITIONS

### GENERAL PROVISIONS

#### 1.1. Introduction

These standard terms and conditions (the “T&Cs”) shall apply to all Agreements and deliveries where Desert Control Americas Inc. or any of its affiliated companies (“Desert Control” or the “Supplier”) shall provide the product and/or services (the “Work”) to any “Partner” or individual customer (the “Customer”) as further agreed and detailed in any individual invoice or delivery order (either is the “Delivery Order”) that refers to these T&Cs.

The Supplier and the Customer are commonly referred to as the “Parties”, individually referred to as a “Party”.

These T&Cs, the Delivery Order, together with any special conditions and any appendices constitutes the “Agreement”.

#### 1.2. Interpretations

In the event of any conflict between the provisions of the Agreement, the various Agreement documents shall be interpreted by priority in the following order:

- 1) The Delivery Order
- 2) Any special conditions agreed between the Parties
- 3) These T&Cs
- 4) Any appendices to the Delivery Order in the order they are listed, unless stated otherwise
- 5) Terms and conditions from the Customer, if applicable and accepted by the Supplier

### 2. GENERAL OBLIGATIONS OF DESERT CONTROL

- 2.1. The Supplier shall deliver the Work in accordance with the requirements of the Delivery Order and these T&Cs.
- 2.2. The Customer acknowledges and agrees to become an early adopter of the Work and accepts the risks associated with it. The Customer acknowledges and agrees that the Product offered by the Supplier have not been used by a large number of customers as the Product is in the early stages of its market penetration. The Supplier holds no liability to the Customer for early adopter implementations.
- 2.3. The Supplier shall make its best efforts to any indicated performance level (the “Performance Level”). The Performance Level will rely on among others the following factors:
  - i. Suitable soil- and environmental conditions
  - ii. The Customer’s fulfilment of its general obligations
  - iii. Other negative externalities that Desert Control do not control

### 3. GENERAL OBLIGATIONS OF THE CUSTOMER

- 3.1. The Customer shall fulfil its obligations in accordance with the requirements of the Delivery Order and these T&Cs.
- 3.2. The Customer shall at any time ensure that the soil and ground conditions are prepared and processed according to the Supplier’s instructions.
- 3.3. The Customer shall be liable for any delay, loss or damages due to default or delay of the Customer’s obligations under the Agreement.
- 3.4. The Work shall be delivered at the place of delivery, as described in the Delivery Order. With respect to the place of delivery (“Area”), the Customer undertakes and warrants as follows:

- i. It holds valid title or legitimate control of the Area such that it is fully authorized to engage the Supplier, enter into this Agreement, make payment to the Supplier and permit the Services on the Area.
  - ii. The Area is appropriate for the Supplier’s provision of Services and Customer has procured and obtained at its own cost the relevant licenses and permissions necessary for the Supplier’s performance of Services at the Area.
  - iii. The Area once inspected and /or handed over to the Supplier’s (whichever earlier), shall not be tampered or interfered with, by the Customer or third-parties and the Customer undertakes to secure the Area to facilitate for no interference with the Work.
  - iv. The Area is safe, clear and secure for the provision of the Work and the Supplier shall be provided with safe, clear and free access for delivery of the Work.
  - v. The Area shall be free from any third-party interferences during or after the working hours of the Supplier, for each day of delivery of the Work.
  - vi. The Customer shall make all and any material disclosures concerning condition, deficiencies, issues pertaining to the Area to the Supplier.
  - vii. The Supplier shall not be prevented from producing the Product in the Area.
- 3.5. The Supplier shall not be prevented from bringing in or removing its equipment from the Area for any reason whatsoever and neither shall the Customer exercise any right, or claim, on the Supplier’s equipment. The Customer agrees breach of this provision will cause significant damage and loss to the Supplier as it will prevent the Supplier from using its equipment for other work.
- viii. The Supplier shall be provided access to clean and free water during delivery of the Work for required amounts and flowrate to produce the Product.
  - ix. The Supplier shall be provided with electricity to operate its Equipment during delivery of the Work.
  - x. Customer agrees that a breach of the above clauses does not entitle Customer to any refund, remedies or further work or services in any form or manner from the Supplier.

### 4. DELIVERY

#### 4.1. Estimated startup time for the Work

The Supplier shall deliver the Work according to the estimated startup time of delivery described in the Delivery Order (the “Estimated Startup Time”). The Supplier shall have the right to make amendments in the Estimated Startup Time to the extent required to perform the Work, and the Supplier shall in such event notify the Customer without undue delay.

### 5. CUSTOMER’S COOPERATION AND THE SUPPLIER’S RIGHT TO INFORMATION AND ACCESS

- 5.1. The Customer is obliged to make all reasonable efforts in relation to the Supplier’s performance of the Work, including but not limited to, providing requested information and access to the required premises and facilities. The Customer shall arrange for and participate in a meeting(s) to plan the performance of the Work.
- 5.2. The Supplier shall not be liable for any delay or non-performance of the Work due to lack of such efforts, information, access or necessary cooperation from relevant third parties.

**6. NO WARRANTY OR GUARANTEE**

The Customer acknowledges that the Supplier’s technology, products, and services are under development, and that the Supplier therefore does not give any warranty and/or guarantee with respect to the results and/or positive effects of the Work.

**7. PRICING AND PAYMENT**

**7.1. Pricing**

The prices for the Work shall be as detailed in the Delivery Order.

**7.2. Taxes**

Prices for the Work is exclusive of all applicable taxes, that shall be added by the Supplier to the extent taxes are payable in accordance with the applicable laws. Payment of all applicable taxes are the responsibility of the Customer. For avoidance of doubt, all taxes imposed on the Supplier as a result of the Work shall be reimbursed by the Customer.

**7.3. Payment**

Payment shall be made within 30 days in advance of the delivery of the Work, unless otherwise is agreed upon in the Delivery Order.

**7.4. Currency**

Unless otherwise agreed, all prices and payments shall be in United States dollars (USD \$).

**8. DELAY**

All late payments by the Customer will bear interest at the lesser of the rate of 1.5% per month and the highest rate permissible under applicable law, calculated daily and compounded monthly.

**9. DEFAULTS BY THE SUPPLIER**

**9.1. Notice of claims**

Any notice of a claim relating to default by the Supplier shall be made without undue delay in writing to Supplier.

**9.2. Sole remedy**

The Supplier shall upon such rightful notice of claim, at no extra cost to the Customer, take reasonable steps to redeliver or rectify the default.

**10. LIABILITY AND INDEMNIFICATION**

**10.1.** The Supplier’s liability under the Agreement, shall be limited to liability for loss and damages due to gross negligence or willful misconduct, and shall in any event be limited to the value of the Agreement.

**10.2.** In no event shall the Supplier be liable to the Customer or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out breach of Agreement, tort or otherwise, regardless of whether such damage was foreseeable and whether or not the Supplier has been advised of the possibility of such damages.

**10.3.** The Customer shall indemnify the Supplier of any third-party claims in relation to the Work which exceeds the Supplier's liability as set out in paragraph 10.1.

**11. FORCE MAJEURE**

Neither party shall be liable to the other for any failure to

perform or delay in performing any of its obligations under the Agreement where such failure or delay arises directly as a consequence of an act beyond the reasonable control of that Party including strike, lockout or any other industrial dispute, riot, civil insurrection or war, act of government, fire, flood or other. If either Party seeks to rely on such an event of force majeure, it shall forthwith notify the other.

**12. CONFIDENTIALITY**

The Customer shall keep all information relating to the Agreement, including, but not limited to, any commercial terms, business specific information, technical details, patents, drawings, documents, plans, strategies, designs, specifications, and know-hows, strictly confidential. The Customer shall not share such information with any third party, without prior written consent.

**13. INTELLECTUAL PROPERTY AND KNOW-HOW**

**13.1.** All data, technical information, strategies and know-hows that are developed through or may be deducted from the performance of the Work shall be the sole property of the Supplier.

**13.2.** No intellectual property rights are conferred under the Agreement, unless otherwise agreed in writing between the Parties.

**13.3.** The Customer shall not, without the prior written consent by the Supplier, use, copy or share the Supplier’s intellectual property rights, data, technical information and/or know-how that the Customer receives or gain access to in relation to the Work.

**14. CHANGES TO THESE T&Cs**

The Supplier may revise and update these T&Cs from time to time in its sole discretion. All changes are effective immediately when the Supplier provides notice of such changes to the Customer, and the Customer shall be deemed to have notice of any changes that are posted on the Supplier’s website. The Customer’s continued use of the Supplier’s products and services following the posting of revised T&Cs means that the Customer accepts and agrees to the changes. The Customer is expected to check the Supplier’s webpage frequently so that the Customer is aware of any changes, as they are binding on the Customer.

**15. LEGAL DISPUTES**

**15.1.** The Agreement shall be governed by and construed in accordance with Delaware law unless otherwise agreed or specified in Agreements or Delivery Order.

**15.2.** Disputes arising in connection with or as a result of the Agreement, and which are not resolved by mutual agreement, shall be settled by court proceedings unless the parties agree otherwise. Any court proceeding shall be brought before the United States Court for the District of Delaware or the state courts of the State of Delaware, and any appellate court from any thereof, unless otherwise agreed.

**15.3.** THE CUSTOMER ACKNOWLEDGES THAT ANY ISSUES ARISING IN CONNECTION WITH OR AS A RESULT OF THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, THE CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT.

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