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## MANDATE AGREEMENT

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### For Establishing Direct Manufacturer Relationship and Quota Assurance

This Agreement is made and entered into by and between:

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#### 1. The Agent (Service Provider): NEXUS GLOBAL SOURCE

- Name/Company Name: NEXUS GLOBAL SOURCE
- Registered Office: 16192 Coastal Highway, Lewes, DE 19958, USA
- Company/Registration Number: 10351778  
(hereinafter referred to as the "Agent")

and

#### 2. The Principal (Client):

- Name/Company Name: [Principal's Name/Company Name]
- Registered Office: [Principal's Address]
- Company/Registration Number: [Principal's ID Number]
- Representative: [Representative's Name and Title]

(hereinafter referred to as the "Principal")

(hereinafter collectively referred to as the "Parties")

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### 1. Subject Matter and Scope of the Mandate

#### 1.1. Establishment of Direct Manufacturer Relationship:

The Principal hereby appoints the Agent, and the Agent accepts the appointment, to act on behalf of and in the interest of the Principal to identify, mediate, and legally prepare the direct manufacturer relationship with the A7 Ingot Manufacturer (hereinafter referred to as the "Manufacturer").

#### 1.2. Primary Objective of the Mandate:

The primary objective of this Mandate is to secure the Principal's access to a direct factory quota and ensure full legal certainty within the framework of the resulting Sales and Purchase Agreement (SPA) to be signed.

### 1.3. Execution of Service:

The Agent shall execute the service according to the strictly structured 3-STEP process detailed below:

| STEP          | ACTIVITY                                                                   | OBJECTIVE / DELIVERABLE                                                                                                                            |
|---------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STEP 1</b> | Signing of the Mandate Agreement                                           | Official authorization of the Agent to represent the Principal.                                                                                    |
| <b>STEP 2</b> | Payment of the Two-Phase Administration and Brokerage Fee (1st Instalment) | <b>Company Due Diligence</b> , official <b>preliminary quota reservation</b> with the Manufacturer, and commencement of the SPA draft preparation. |
| <b>STEP 3</b> | Direct Manufacturer Contract Signing                                       | The <b>final SPA is signed</b> directly between the Principal and the Manufacturer, overseen by a lawyer and notary public.                        |

## 2. Brokerage Fee and Payment Terms

### 2.1. Total Brokerage Fee:

The Principal shall pay the Agent a one-time brokerage fee (hereinafter referred to as the "Fee") totalling 5,000 USD (Five Thousand United States Dollars) for the full execution of the service under this Agreement.

### 2.2. Payment Schedule:

The Fee shall be paid in two instalments, in line with STEP 2:

| PAYMENT INSTALMENT                                             | AMOUNT           | DUE DATE                                                                                                             |
|----------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>First Instalment (Administration &amp; Pre-reservation)</b> | <b>2,500 USD</b> | Payable in advance <b>upon the signing of this Mandate Agreement</b> and receipt of the invoice issued by the Agent. |
| <b>Second Instalment (Success Fee)</b>                         | <b>2,500 USD</b> | Immediately due upon the <b>legal finalization and successful signing</b>                                            |

#### 2.4. Agent's Obligation Pre-Payment:

The Agent shall commence the activities set forth in Section 1.2. only upon the successful receipt of the First Instalment.

#### 2.5. Fee Refund (Explicitly clarified point for Principal's protection):

The first instalment of 2,500 USD is the consideration for the due diligence, preliminary reservation, and administrative activities. This amount is therefore non-refundable, unless the Agent fails to perform STEP 2 due to its own material, demonstrable fault.

#### **Material, demonstrable fault is defined as:**

1. The Agent, despite receiving payment, fails to commence the Company Due Diligence and the official preliminary quota reservation with the Manufacturer **without undue delay (within a maximum of 72 hours)**.
2. Following the execution of STEP 2, the Agent **fails to present** a direct Manufacturer to the Principal with whom negotiations can commence.

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### 3. Rights and Obligations of the Parties

#### 3.1. Agent's Authority of Representation:

By signing this Agreement, the Principal formally authorizes the Agent to exclusively represent its interests in the matter subject to this Agreement vis-à-vis the Manufacturer, including the submission of the official Quota Declaration.

#### 3.2. Principal's Obligation to Cooperate:

The Principal undertakes to promptly provide all necessary information and documentation requested by the Agent (e.g., company data, annual quota demand).

#### 3.3. Legal Finalization:

During STEP 3, the Agent shall ensure the necessary documentation is prepared, but the execution and legal finalization of the SPA shall occur under the supervision of a lawyer and notary public, in the best interest of the Principal.

### 3.4. Refusal of Contract (Withdrawal by Principal):

Should STEP 2 be successfully executed, and the Agent presents a ready SPA draft with terms appropriate to the Principal's interests, but the Principal decides for reasons not attributable to the Agent not to sign the final SPA with the Manufacturer, the Principal forfeits the First Instalment (Section 2.5.), but the Second Instalment (Success Fee) shall not become due.

## 4. Final Provisions

### 4.1. Governing Law and Jurisdiction:

This Agreement shall be governed by the laws of the USA. The Parties agree that the [USA/Metropolitan Court in Delaware] shall have exclusive jurisdiction over any disputes arising from this Agreement.

### 4.2. Confidentiality:

The Parties undertake to keep strictly confidential all business secrets and confidential information pertaining to the other Party that comes to their knowledge during the execution of the Mandate.

The Parties have read and understood this Mandate Agreement, and as it accurately reflects their intentions, they confirm it with their signatures.

**Dated:** [City],

**[Year. Month. Day.]**

| <b>The Principal</b> | <b>The Agent (Nexus Global Source)</b> |
|----------------------|----------------------------------------|
| Signature:<br>_____  | Signature:<br>_____                    |
| Name:<br>_____       |                                        |