

## TS CONDUCTOR MANUFACTURING AGREEMENT

This TS® Conductor Manufacturing Agreement (the "Agreement") is dated as on March 31, 2025 (the "Effective Date"), by and

### BETWEEN

**TS Conductor Corp** having its principal place of business at 15282 Newsboy Circle Huntington Beach, California 92649 USA ("TS");

### AND

**Laser Power & Infra Pvt. Ltd. ("LPIPL")**, a company incorporated and registered under the Indian Companies Act, 1956 having its registered office at : Adventz Infinity@5, BN Block, 19<sup>th</sup> floor – North Wing, Salt Lake, Sector – V, Kolkata – 700001.

### RECITALS

WHEREAS, TS is in the business of developing, manufacturing and selling composite core and composite core containing conductors for the electric power industry;

WHEREAS, LPIPL is a fully integrated manufacturer of aluminum conductors operating in various products like cables, conductors, semi-conductors, transformers etc.; and

WHEREAS, the parties desire LPIPL to become qualified to strand TS® Encapsulated Core to produce TS® Conductor pursuant to the terms and conditions of this Agreement, having proprietary of such composited and manufactured product in exclusive manner at one of the State of Art manufacturing facility and plant situated at above location in India.

NOW, THEREFORE, in consideration of the foregoing, the mutual premises and covenants contained herein, and other good and valuable considerations, the receipt and the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:



## 1. DEFINITIONS

1.1 "TS® Accessories" means the mid-span joints (splices) and tension clamps (dead ends) used respectively in joining and anchoring TS® Conductors, together with any suspension clamps and other accessories used to install, protect, maintain or repair TS® Conductors, as approved by TS and its affiliated partners.

1.2 "TS® Conductor" means stranded TS® Encapsulated Core, including without limitation all TS proprietary and public domain conductor configurations and alloys compatible with TS® Encapsulated Core.

1.3 "TS® Conductor Specifications" means the mechanical, electrical and other physical properties of the TS® Conductor, and the standards governing the TS® Conductor and the Manufacturing; these are initially as set forth in Exhibit A – Specifications.

1.4 "TS® Encapsulated Core" means encapsulated composite core produced to the TS® Core Specifications by TS or a third party authorized by TS.

1.5 "TS® Encapsulated Core Specifications" means the mechanical and other physical properties of the composite core, as set forth in Exhibit A – Specifications.

1.6 "Affiliate" of a party means an entity in which such party has or acquires an ownership interest of greater than 10%, or which, directly or indirectly, controls, is controlled by, or is under common control with such party, including without limitation all subsidiaries and parent of such party.

1.7 "LPIPL Intellectual Property" means LPIPL's proprietary Manufacturing processes and techniques, including any manufacturing, testing, storage, handling or other processes or techniques relating to TS® Encapsulated Core, TS® Conductor, and/or TS® Accessories.

1.8 "Approved TS® Conductor" means TS® Conductor that has been approved in writing by TS for production by LPIPL.

1.9 "Authorized TS® Installer" means an installer that is authorized by TS to install TS® Conductor and undertakes to carry out installation of TS® Conductor in accordance with the Installation Guidelines.

1.10 "Batch" means TS® Encapsulated Core or TS® Conductor produced from a single manufacturing procedure that is intended to have uniform character and quality in accordance with the Specifications.



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1.11 "Certified Test Reports" means the summary reports that contain the results of Routine Tests, comply with the applicable requirements set forth in Exhibit E – Routine Tests, and reflect the approval of the product by TS's Quality Assurance Department.

1.12 "Confidential Information" means trade secrets, proprietary information and confidential information, including without limitation information, data and materials concerning processes, techniques, procedures, methods, strategies, intellectual property, proprietary rights, know-how, inventions, ideas, research and development, products, product development, samples, models, designs, drawings, specifications, formulations, apparatus, equipment, machines, tools, devices, materials, production quantities, costs, accounting, pricing, sales, market research, marketing, selling techniques, suppliers, sources of supply, customers, prospects, bids, requests for proposals, business practices, business plans, business relationships, financial information and projections, computer programs, software, information that a party is required to keep in confidence pursuant to legal or contractual requirements, together with copies and derivatives thereof. Confidential Information shall be disclosed in writing, or if disclosed orally or visually, shall be summarized and submitted by the disclosing party in writing to the receiving party within thirty days of disclosure.

1.13 "TS Intellectual Property" means all patents, patent applications, patent rights, trademarks, service marks, trade names, copyrights, proprietary information, and all other proprietary rights that relate to TS<sup>®</sup> Encapsulated Core, TS<sup>®</sup> Conductor, or TS<sup>®</sup> Accessories, and are owned by, licensed to, or otherwise legally in the possession of TS.

1.14 "Customer" means any purchaser of TS<sup>®</sup> Conductor.

1.15 "Facility" means LPIPL's stranding facilities located in India/US and other facilities as may be agreed in writing by the parties.

1.16 "Installation Guidelines" means the requirements for the installation of TS<sup>®</sup> Conductor as promulgated from time to time by TS in installation and maintenance manuals, guidelines and other instructions.

1.17 "Manufacture" or "Manufacturing" means the stranding of the TS<sup>®</sup> Encapsulated Core with trapezoidally formed annealed aluminum wire or with aluminum and aluminum alloy strands of different shapes.

1.18 "Regulatory Authority" means any governmental or regulatory authority having jurisdiction over either party, this Agreement, any transaction contemplated hereby, TS<sup>®</sup> Encapsulated Core, TS<sup>®</sup> Conductor, TS<sup>®</sup>



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Accessories, or the design, manufacture, sale, installation, use or operation of TS<sup>®</sup> Encapsulated Core, TS<sup>®</sup> Conductor or TS<sup>®</sup> Accessories.

1.19 "Routine Tests" means the tests carried out on each Batch of TS<sup>®</sup> Encapsulated Core or TS<sup>®</sup> Conductor to verify conformity, including without limitation the procedures for the removal and storage of samples of each Batch, and the frequency and protocols of the testing, as more fully set forth in Exhibit E – Routine Tests. Exhibit E may be changed from time to time as required by TS with and advance written intimation to LPIPL.

1.20 "Specifications" means the TS<sup>®</sup> Conductor Specifications and the TS<sup>®</sup> Encapsulated Core Specifications, collectively, as set forth in Exhibit A – Specifications.

1.21 "Working Records" means the records of the parties' performance under this Agreement and the manufacturing and testing of TS<sup>®</sup> Encapsulated Core or TS<sup>®</sup> Conductor, including without limitation: (i) the identities and quantities all raw materials and components, the Manufacturing processes, the quality of the drawn rod, the annealing conditions, any stoppage, breakage, and other issues and problems encountered; (ii) the length, type, and reel type of the TS<sup>®</sup> Encapsulated Core or TS<sup>®</sup> Conductor; (iii) the testing of raw materials and components, Routine Tests, other tests, test reports, and validation reports; and (iv) purchase orders, production details, the date of manufacture, and record of delivery. The Working Records for TS<sup>®</sup> Conductor shall identify the reels of TS<sup>®</sup> Encapsulated Core used in each reel of TS<sup>®</sup> Conductor. The Working Records shall not contain any Confidential Information.

1.22 "Video Surveillance" means the installation of TS mandated Video monitoring system (i.e., camera system monitoring the operation of payout reel and take-up winder and the strand condition in each layer after each stranding head) and the recording of the manufacturing process for TS<sup>®</sup> Conductor. The video feed is provided to the customer and TS QC personnel upon request, and the information is stored in clouds until it is discarded with explicit consent from TS. TS shall not monitor LPIPL manufacturing while LPIPL is not making TS<sup>®</sup> conductors.

## 2. QUALIFICATION

2.1 LPIPL shall use commercially reasonable efforts to become qualified to Manufacture TS<sup>®</sup> Conductor as soon as possible (for TS<sup>®</sup> Conductor sizes to be agreed upon by the parties), but in no event later than three (3) months after TS has completed its first evaluation of LPIPL's stranding facilities. However, if after a good faith attempt to become so qualified, LPIPL is not so qualified within such three-month period, such three-month period may be



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extended upon the parties' mutual agreement. TS will evaluate LPIPL's stranding capabilities promptly after signature of this Agreement. LPIPL shall conduct the tests listed in Section 1 of Exhibit B attached hereto. TS shall conduct the tests listed in Section 2 of Exhibit B. TS may conduct, at TS's expense, any of the tests listed in Section 1 of Exhibit B. TS will provide reasonable technical assistance to LPIPL with regard to equipment, storage, handling, and testing at mutually agreed rates. Qualification will be done in accordance with pertinent TS Quality Control standards.

2.2 LPIPL shall bear the cost of machines, equipment, tools, and stranding facilities as necessary to achieve such qualification and to produce TS® Conductor in accordance with this Agreement. Before LPIPL achieves the qualification pursuant to Section 2.1 hereof, TS shall not be obligated to supply TS® Encapsulated Core to LPIPL, and LPIPL shall not Manufacture TS® Conductor for any purpose other than achieving such qualification.

### 3. MANUFACTURING

3.1 Upon the full execution of a purchase order for TS® Conductors by and between TS and LPIPL (the "TS Purchase Order") or by and between LPIPL and a Customer other than TS (the "Non-TS Purchase Orders", and collectively with TS Purchase Orders, the "Purchase Orders"), LPIPL shall timely Manufacture and deliver TS® Conductors in accordance with the terms and conditions of this Agreement and the Purchase Orders. TS shall ensure timely delivery of TS® Encapsulated Core for the manufacture of TS® Conductor by Laser. Any delay in such regard, resulting in delay in production and delivery of orders (TS purchase order/Non-TS purchase orders) shall not be attributable to Laser.

3.2 In the Manufacturing of TS® Conductors, LPIPL shall only use TS® Encapsulated Core supplied by TS or a third party authorized by TS. LPIPL shall store and handle TS® Encapsulated Core in accordance with TS's instructions and Exhibit D - Product Handling and Storage. LPIPL will supply and control the quality of all other raw materials used in the Manufacturing of TS® Conductors.

3.3 LPIPL shall store, handle, package, label and ship TS® Conductors in accordance with TS's instructions, Exhibit D - Product Handling and Storage, and Exhibit C - Reel Specifications and Handling.

3.4 The pricing for each TS Purchase Order shall have two parts: stranding and aluminum. LPIPL will provide TS with the lowest commercially reasonable cost for stranding and aluminum. The cost for stranding shall not



include any cost of raw materials or delivery, and shall be listed in Exhibit G attached hereto. The prices listed in Exhibit G will change from time to time based on the pricing of the commodities used in the Manufacturing of TS<sup>®</sup> Conductors. In no event shall the price of aluminum be more than the amount fixed by multiplying (i) the weight of aluminum contained in the TS<sup>®</sup> Conductor size as listed in Exhibit A – Specifications or, for any new TS Conductor size, as agreed by the parties; by (ii) the US dollar cash seller settlement price of aluminum on the London Metals Exchange or at the quoted rate for aluminum on another metals exchange as agreed by the parties. LPIPL shall offer TS the option of fixing the aluminum price on any date (the "Fixed Date") from the placing of the TS Purchase Order until the date of delivery, provided that LPIPL shall have no less than one business day's notice of the Fixed Date. Unless otherwise set forth in the applicable TS Purchase Order, TS shall pay LPIPL the amount due for stranding and aluminum within forty-five (45) days from the date of delivery of the TS<sup>®</sup> Conductor.

3.5 When LPIPL manufactures TS<sup>®</sup> Conductor pursuant to a TS Purchase Order, TS will provide LPIPL with the TS<sup>®</sup> Encapsulated Core to be used in the Manufacturing. Title to the TS<sup>®</sup> Encapsulated Core in all work in process shall remain with TS. Title to the TS<sup>®</sup> Conductor will be transferred to TS when LPIPL delivers such TS<sup>®</sup> Conductor to TS.

3.6 When LPIPL Manufactures TS<sup>®</sup> Conductor pursuant to a Non-TS Purchase Order, LPIPL will purchase TS<sup>®</sup> Encapsulated Core from TS pursuant to the terms and conditions set forth in Exhibit H. Title to the TS Encapsulated Core will be transferred to LPIPL when TS delivers such TS<sup>®</sup> Encapsulated Core to LPIPL. The transfer of title to the TS<sup>®</sup> Conductor will be as agreed by LPIPL and the other party to the Non-TS Purchase Order. In such cases, LPIPL shall submit purchase orders to TS a minimum of 120 days prior to the requested delivery date. TS will advise LPIPL within two business days of the receipt of the order if unable to fill the order as requested.

3.7 Subject to the terms and conditions of this Agreement, LPIPL will be a manufacturer of TS Conductor during the term of this Agreement for India. Notwithstanding anything contained herein, the rights granted in the foregoing sentence shall be subject to TS's review and acceptance of LPIPL's stranding cost. If the stranding cost offered by LPIPL to TS is not the most competitive, TS shall have the right to use any other stranders, subject to prior intimation to LPIPL. The list of regions and countries may be modified as agreed by both parties.

3.8 The parties will consider the opportunity to establish TS<sup>®</sup> Encapsulated Core manufacturing in the Territory based on mutually acceptable sales levels, when this is of mutual interest.



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#### 4. FORECASTS & CUSTOMER ENGAGEMENT

4.1 The parties agree to hold quarterly meetings to review and discuss targets, forecasts, strategies, and other issues. Such meetings shall be held alternately at LPIPL's stranding facilities and TS's office.

4.2 LPIPL and TS shall collaborate on customer engagement in marketing and sales effort, including application engineering support. TS may assign appointed agents for such effort of mutual benefits.

#### 5. QUALITY CONTROL

5.1 TS shall be responsible for carrying out the TS® Encapsulated Core Routine Tests set forth in Section 1 of Exhibit E – Routine Tests, and for the storage of any samples removed for quality control purposes. Each sample shall be labeled with a reference number that shall permit the identification of the date of manufacture and the raw materials used. TS shall provide the Certified Test Reports to LPIPL.

5.2 LPIPL shall be responsible for carrying out the TS Conductor Routine Tests set forth in Section 2 of Exhibit E – Routine Tests, and for the storage of any samples removed for quality control purposes. Each sample shall be labeled with a reference number that shall permit the identification of the date of manufacture, the TS® Encapsulated Core and other raw materials used, and shall cross reference the sample in the Working Records. LPIPL shall provide the Certified Test Reports to TS. TS may test TS® Conductor produced by LPIPL at TS's expense.

5.3 LPIPL warrants that the TS® Conductors produced by LPIPL shall conform to the TS® Conductor Specifications and other requirements of this Agreement and the applicable Purchase Orders, be free from defects in workmanship and materials (other than the TS® Encapsulated Core supplied by TS or a third party authorized by TS), and be delivered free of encumbrances.

5.4 Should TS reject any TS® Conductor due to failure to meet the TS® Conductor Specifications, LPIPL shall promptly, at TS's election, either (i) credit TS's account for any amount due from TS, refund any amount already paid by TS, and if LPIPL has not already done so, pay TS for the TS® Encapsulated Core originally supplied by TS for the rejected TS® Conductor, or (ii) replace the rejected TS® Conductor with TS® Conductor that complies with the Specifications



at LPIPL's expense, and if LPIPL has not already done so, pay TS the cost of the TS Encapsulated Core originally supplied by TS.

5.5 In the event that any TS<sup>®</sup> Conductor produced by LPIPL fails to meet the TS<sup>®</sup> Conductor Specifications, LPIPL shall have sixty (60) days to show that the causes of such failure have been remedied or removed. In the event that any TS<sup>®</sup> Conductor produced by LPIPL fails to meet the TS<sup>®</sup> Conductor Specifications for a second time within any twelve-month period, TS may suspend the Manufacturing by LPIPL, and require that specific samples be manufactured at the facility in question and be tested by a reputable independent testing facility to verify that such samples meet the TS<sup>®</sup> Conductor Specifications, all at LPIPL's expense. In the event TS<sup>®</sup> Encapsulated Core provided by TS does not meet the standard specifications outlined in this agreement. TS shall have the defect rectified/removed within 60 days, failing which TS shall refund any amount already paid by to TS, in that regard.

5.6 TS shall, at its expense, deliver to LPIPL one full standard reel of TS<sup>®</sup> Encapsulated Core for each size of TS<sup>®</sup> Encapsulated Core used by LPIPL in its stranding processes (the "Spare Reel Core") during full production phase. LPIPL will be authorized to use the Spare Reel Core in the event of a breakage of TS<sup>®</sup> Encapsulated Core or if the TS<sup>®</sup> Encapsulated Core due for stranding is not delivered to LPIPL in a timely fashion. In the event of a breakage of TS<sup>®</sup> Encapsulated Core, LPIPL shall immediately notify TS in writing and identify possible causes of breakage. If the breakage is a result of a defect in the TS<sup>®</sup> Encapsulated Core, TS shall reimburse LPIPL for reasonable expenses incurred by LPIPL as a result of the breakage. In all other cases, the cost of the TS<sup>®</sup> Encapsulated Core, stranding, and aluminum shall be borne by the parties as follows:

(A) On the first and second broken reels of TS<sup>®</sup> Encapsulated Core during the stranding of any one hundred (100) reels, TS shall bear the cost of the TS<sup>®</sup> Encapsulated Core and LPIPL shall bear the cost of Manufacturing the TS<sup>®</sup> Conductor.

(B) On the third or more broken reels of TS<sup>®</sup> Encapsulated Core during the stranding of any one hundred (100) reels, LPIPL shall bear the cost of the TS<sup>®</sup> Encapsulated Core and the Manufacturing of the TS<sup>®</sup> Conductor.

In the event that more than three (3) reels of TS<sup>®</sup> Encapsulated Core are damaged during the stranding of any one hundred (100) reels, LPIPL shall review its Manufacturing process to identify the causes of breakage. TS may suspend LPIPL's right to Manufacture TS<sup>®</sup> Conductor pending review of the Manufacturing process and removal of the causes of breakage. TS shall have



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the right to review and approve, at LPIPL's expense, any changes to the Manufacturing process.

## 6. CHANGES TO SPECIFICATIONS AND MANUFACTURING PROCESS

6.1 If either party desires to modify the Specifications, it shall notify the other party and specify the reasons in writing. The other party shall have sixty (60) days to accept or object to such modification. If the other party objects to such modification, it shall provide an explanation for the objection, and the Specifications shall remain unchanged unless any change is required to comply with applicable laws, regulations, or requirements of any Regulatory Authority. Upon both parties' acceptance of modifications to the Specifications, the relevant exhibits to this Agreement shall be revised accordingly without requiring any formal amendment, and the parties shall immediately implement such modifications.

6.2 If TS wishes to make any change in the manufacturing of TS® Encapsulated Core that would require the retesting or requalification of the TS® Conductor by any Regulatory Authority that has type registered the TS® Conductor, TS shall notify LPIPL in advance and provide LPIPL with copies of all tests carried out on the new TS Encapsulated Core. The new TS® Encapsulated Core shall be stranded and tested to ensure compliance with the Specifications at TS's expense.

6.3 LPIPL shall not make any change with respect to TS® Conductor or the Manufacturing process without TS's advance written approval. Such changes may include, without limitation, any variation in the Manufacturing process that may (a) affect the quality, strength or any other characteristic of the raw materials or the TS® Conductor, (b) result in any change to the Specifications, testing, or validation procedures, or (c) require retesting or requalification of the TS® Conductor by any Regulatory Authority. All testing necessitated by any change introduced by LPIPL shall be paid for by LPIPL's failure to obtain TS's advance written approval as set forth herein shall constitute a material breach of this Agreement.

## 7. APPROVAL OF NEW TS CONDUCTORS

7.1 LPIPL shall only Manufacture Approved TS® Conductors. The existing types of Approved TS® Conductors are listed in Exhibit A - Specifications.



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7.2 To initiate the approval process for a new type of TS<sup>®</sup> Conductor, after volume manufacturing, either party may submit new designs to the other party, which designs may be based on any existing or new TS<sup>®</sup> Encapsulated Core size. Each party will reasonably accept new TS<sup>®</sup> Conductor designs proposed by the other party that use any existing TS<sup>®</sup> Encapsulated Core size. After the parties agree on a new TS<sup>®</sup> Conductor design, TS shall supply one full reel of TS<sup>®</sup> Encapsulated Core to LPIPL, and LPIPL shall produce the TS Conductor in accordance with the new design.

7.3 The new TS<sup>®</sup> Conductor and related TS<sup>®</sup> Accessories shall be tested at a mutually agreed independent testing facility to verify compliance with their specifications. If the parties cannot agree on a testing facility, such testing shall be carried out at any usual testing facility used by TS. The tests listed in Section 3 of Exhibit B shall be performed. In addition, if a new design departs substantially from the existing designs listed in Exhibit A or if TS reasonably requires, the tests listed in Section 4 of Exhibit B shall also be performed. TS reserves the right to require additional tests to ensure that the new TS<sup>®</sup> Conductor and related TS<sup>®</sup> Accessories comply with their specifications. In the event that there are any issues or problems with the new design or the production process, the parties may either conduct additional trial production and testing or reject the new design. TS shall be responsible for the cost of testing new TS Conductor and related TS Accessories, except for stress strain tests. LPIPL shall be responsible for the cost of manufacturing facilities, machines, equipment, tools, and the stress strain tests. TS may require, at its own expense, further testing of any Approved TS<sup>®</sup> Conductor for the purpose of obtaining additional data or any other reasons.

7.4 All new TS<sup>®</sup> Conductors will be assigned names that conform to the naming convention approved by both parties. The parties shall cooperate with each other, and with Customers and authorized distributors in meeting the requirements of, and obtaining certifications and approval from Regulatory Authorities.

## 8. SUPPORT FOR BIDDING

In the event that TS commences the preparation of a bid in any tender or a response to any solicitation for bids for which TS intends LPIPL to Manufacture the TS<sup>®</sup> Conductor, LPIPL shall provide TS with support and assistance in the completion of the technical and commercial components of such bid.

## 9. INSTALLATION

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9.1 TS shall make reasonable efforts to maintain sales and installation records, as set forth in Exhibit F attached hereto, with regard to TS® Conductor Manufactured by LPIPL and sold by TS. LPIPL shall make reasonable efforts to maintain sales and installation records, as set forth in Exhibit F attached hereto, with regard to TS® Conductor Manufactured and sold by LPIPL. Such records shall be prepared and a copy thereof shall be provided to the other party within a reasonable time, not to exceed thirty (30) calendar days, following the completion of each sale or installation.

9.2 Neither party shall be responsible to the other party for any failure of TS® Encapsulated Core or TS® Conductor in any installation where the installers are not Authorized TS® Installers or supervised by TS's installation engineers, or where the Installation Guidelines are not followed. If LPIPL becomes aware of any installation or performance problems relating to TS® Conductor produced by LPIPL, LPIPL shall immediately notify TS and provide all relevant information to TS.

9.3 The party selling the TS® Conductor shall make reasonable efforts to maintain records of any problem or failure of the TS® Conductor. The parties acknowledge that the TS® Conductor's performance records are normally kept by the grid owners or operators and may not be available to the parties. The party selling the TS® Conductor, however, shall make reasonable efforts to obtain such performance records where possible, including without limitation requiring, as a condition to warranty, that the end user of the TS® Conductor shall provide performance records in the event of any incident that may give rise to any warranty claim.

## 10. AUDIT

Each party shall maintain Working Records. Upon reasonable advance notice and subject to such written agreements as the audited party shall deem necessary to protect its Confidential Information, each party shall have the right, at its own expense, to examine the other party's Working Records during normal business hours for general assessment, quality control, warranty, product liability, and regulatory purposes. No such audit shall be conducted by any individual or entity which is, is related to, or is affiliated with any competitor of the audited party. TS reserves the right to have its representatives present in LPIPL's manufacturing facilities to audit the conditions of stored TS® Encapsulated Core, the storage and handling of TS® Encapsulated Core, and the manufacturing, testing, storage, handling, packaging and labeling of TS® Conductors, with an advance written intimation at least prior to 10 (Ten) Days of proposed visit to LPIPL.



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## 11. INTELLECTUAL PROPERTY

11.1 Subject to the terms and conditions hereof, TS hereby grants to LPIPL, and LPIPL hereby accepts from TS, a limited, non-transferable, non-assignable, and non-sublicensable license to use TS Intellectual Property during the term of this Agreement solely at the Facility and solely for the purpose of Manufacturing Approved TS<sup>®</sup> Conductor in accordance with this Agreement.

11.2 LPIPL acknowledges and agrees that TS shall retain and own all rights, title, and interests in and to TS Intellectual Property and all modifications, improvements, and derivative works thereto, which shall be part of TS's Confidential Information. LPIPL shall always include an ® symbol when using the word TS for product description, e.g., TS<sup>®</sup> Conductor. All of LPIPL's uses of the trademarks, service marks and trade names owned by, licensed to, or otherwise legally in the possession of TS shall meet TS's quality standards and shall inure solely to the benefit of either parties. LPIPL agrees to cooperate with TS and its nominees, during and subsequent to the term of this Agreement, in order for TS to obtain, perfect, protect, and otherwise enjoy such rights, title, and interests, including without limitation disclosing to TS all information and materials with respect thereto, maintaining pertinent records, and executing and delivering documents and instruments reasonably deemed necessary by TS. To the extent LPIPL suggests, provides or makes any improvements, input, feedback, comments, suggestions, fixes, changes, or derivative works and the like to TS Intellectual Property (collectively "LPIPL Improvements"), LPIPL hereby assigns all of its rights, title, and interests in or to LPIPL Improvements to TS.

11.3 Except as expressly set forth herein, LPIPL shall not obtain any right, title, or interest in or to any TS Intellectual Property by virtue of this Agreement or LPIPL's performance of this Agreement. Except as expressly set forth herein, no rights are granted to LPIPL, expressly or by implication, to manufacture, duplicate, or reproduce any TS<sup>®</sup> Conductors or TS<sup>®</sup> Accessories, and LPIPL shall not manufacture, duplicate, or reproduce any TS<sup>®</sup> Conductors or TS<sup>®</sup> Accessories, or aid or assist any third party to do the same.

11.4 During the term of this Agreement, neither LPIPL nor its Affiliates shall manufacture or market or assist any third parties to manufacture or market: (a) any electrical transmission or distribution line products having a composite strength member made predominantly of carbon fiber material and where such composite core would violate any patents owned by or licensed to TS, or (b) any conductor accessories intended to compete with TS<sup>®</sup> Accessories by joining or anchoring a conductor that uses a composite core containing predominantly carbon fiber material and where such accessories would violate any patents owned by or licensed to TS.



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11.5 TS acknowledges and agrees that LPIPL shall retain and own all rights, title, and interests in and to LPIPL Intellectual Property and all modifications, improvements, and derivative works thereto, which shall be part of LPIPL's Confidential Information. Except as expressly set forth herein, TS shall not obtain any right, title, or interest in or to any LPIPL Intellectual Property by virtue of this Agreement or TS's performance of this Agreement.

## 12. CONFIDENTIALITY

12.1 The receiving party agrees to keep Confidential Information in strict confidence, not to use Confidential Information for any purpose other than performing its obligations in accordance with this Agreement (the "Purpose"), and not to disclose or make Confidential Information available to any third party.

12.2 Confidential Information may be disclosed only to those employees of the receiving party who (i) reasonably require access to such information for the Purpose, (ii) have been informed of the confidential nature of the Confidential Information, and (iii) agree to be bound by the confidentiality provisions of this Agreement.

12.3 Notwithstanding the foregoing, nothing herein shall limit the use or disclosure of Confidential Information which, as evidenced by contemporaneous written documentation, (i) is legally in the possession of the receiving party, without any restrictions on use or disclosure, prior to receipt thereof from the disclosing party; (ii) enters into the public domain through no fault of the receiving party or its employees; (iii) is disclosed to the receiving party without any restrictions on use or disclosure by a third party having the right to make such disclosure; or (iv) is independently developed by or for the receiving party without use of or reference to the disclosing party's Confidential Information.

12.4 In the event that the receiving party is required by law or legal process to disclose any Confidential Information, the receiving party shall provide prompt written notice to and reasonably cooperate with the disclosing party so that legal protection for the Confidential Information may be sought. In the event that such legal protection is not obtained, the receiving party's compliance with the non-disclosure provisions of this Agreement, to the extent required to comply with such law or legal process, shall be waived.

12.5 All Confidential Information in whatever form shall be returned to the disclosing party upon its request or upon any expiration or termination of this Agreement.

12.6 No rights or obligations other than those expressly stated herein shall be implied from this Agreement. Other than as expressly set forth herein,



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nothing in this Agreement shall be construed to convey to the receiving party any right, title or interest in or to the disclosing party's Confidential Information, or any license to use, disclose, sell, distribute, exploit, copy or further develop such Confidential Information in any way.

12.7 Each party acknowledges that a breach of this Section 12 will cause irreparable harm to the disclosing party and that money damages would not be an adequate remedy. The disclosing party shall be entitled to injunctive relief and specific performance, in addition to other available remedies, for any breach or threatened breach of this Section 12 without the necessity of proving actual damages or posting a bond or other security.

12.8 This Section 12 shall survive any termination or expiration of this Agreement. The parties' obligations with respect to any Confidential Information shall remain in effect until such time as one of the exceptions set forth in Section 12.3 is applicable to such Confidential Information.

12.9 Neither party shall, without the prior written authorization of the other party, disclose to any third party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, or as may be required by law or regulation. The parties agree that this Agreement may be disclosed to potential investors and their agents, including without limitation underwriters, brokers, counsels and accountants, and may be disclosed in filings with the United States Securities and Exchange Commission. As one purpose of this Agreement is to publicize the relationship created by this Agreement, it is the parties' intention to issue joint press releases to announce the relationship between the parties and to create joint marketing materials. The content of any such joint press releases and joint marketing materials shall be subject to both parties' approval.

### 13. INDEMNIFICATION

13.1 TS will indemnify and hold LPIPL harmless from and against any and all losses, liabilities, judgments, costs and expenses, including without limitation reasonable attorneys' fees, based on any claim of a third party arising out of (i) failure of the TS<sup>®</sup> Encapsulated Core to meet the TS<sup>®</sup> Encapsulated Core Specifications; (ii) infringement on any third party's intellectual property right by use of TS Intellectual Property, but solely to the extent of the use of TS<sup>®</sup> Encapsulated Core and TS<sup>®</sup> Accessories in TS<sup>®</sup> Conductor in accordance with this Agreement; and (iii) breach of this Agreement by TS or its Affiliates. Notwithstanding the foregoing, TS shall have no indemnification obligations with respect to any claim, loss, liability, judgment, cost or expense arising out of or relating to (a) LPIPL's failure to follow TS's instructions, (b) LPIPL's modification to the Specifications, TS<sup>®</sup> Encapsulated Core, TS<sup>®</sup> Conductor, TS<sup>®</sup> Accessories,



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or TS® Intellectual Property without TS's express written consent, or (c) the negligence, willful misconduct, breach of this Agreement or any Purchase Order, or violation of laws, regulations, or orders of a tribunal or regulatory body by LPIPL.

13.2 LPIPL will indemnify and hold TS harmless from and against any and all losses, liabilities, judgments, costs and expenses, including without limitation reasonable attorneys' fees, based on any claim of a third party arising out of (i) failure of the TS® Conductor produced by LPIPL to meet the TS® Conductor Specifications and other requirements of this Agreement and the applicable Purchase Orders; (ii) infringement on any third party's intellectual property right by use of LPIPL's manufacturing process or technology; and (iii) breach of this Agreement by LPIPL. Notwithstanding the foregoing, LPIPL shall have no indemnification obligations with respect to any claim, loss, liability, judgment, cost or expense arising out of or relating to the negligence, willful misconduct, breach of this Agreement or any Purchase Order, or violation of laws, regulations, or orders of a tribunal or regulatory body by TS or its Affiliates.

13.3 The parties' indemnification obligations set forth herein are expressly conditioned upon the following: the indemnified party shall promptly (i) notify the indemnifying party of each claim; (ii) give the indemnifying party the right to control the defense and settlement of the claim, except that any settlement affecting the indemnified party's rights or interests shall be subject to the prior written approval by the indemnified party; and (iii) provide the indemnifying party with information and assistance necessary to defend or settle the claim, including without limitation asserting, or permitting the indemnifying party to assert, the intellectual property rights of the indemnified party that may assist in defending or settling the claim. The indemnified party shall make reasonable efforts to mitigate its losses and liabilities, and shall have the right to participate in the defense at its own expense. This Section 13 sets forth the parties' exclusive remedies and exclusive liabilities with respect to the matters covered hereby.

#### 14. LIMITATION OF LIABILITIES

14.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.



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14.2 EXCEPT FOR BREACH OF CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

14.3 NEITHER PARTY'S AGGREGATE LIABILITY UNDER A PURCHASE ORDER SHALL EXCEED THE TOTAL PRICE PAID PURSUANT TO SUCH PURCHASE ORDER, EVEN IF A TERM OF SUCH PURCHASE ORDER FAILS ITS ESSENTIAL PURPOSE.

## 15. TERM AND TERMINATION

15.1 Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue for a period of twelve (12) months., and thereafter be automatically renewed for successive one-year terms unless either party notifies the other party, at least ninety (90) days prior to the end of such 12-month term or applicable successive one year term, that it chooses not to renew this Agreement.

The terms and conditions of this Agreement shall be reviewed at least ninety (90) days prior to the end of each term and modified if required and agreed by both parties.

15.2 Either party may terminate this Agreement immediately upon written notice to the other party if (i) the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving a breach notice; (ii) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, a voluntary petition of bankruptcy is filed in any court of competent jurisdiction by the other party, the other party makes or executes any general assignment for the benefit of creditors, or a receiver is appointed to control all or substantially all of the business or assets of the other party; or (iii) a Regulatory Authority or court orders that LPIPL cease Manufacturing TS® Conductor.

## 16. FORCE MAJEURE

Neither party shall be liable to the other for any delay or default in such party's performance hereunder if such delay or default is caused by conditions beyond such party's control, including without limitation acts of God, war, terrorism, insurrection, earthquake, fire, flood, and epidemic; provided that (i) the force majeure event is not directly or indirectly caused by such party, and cannot be prevented or removed by such party by exercising commercially reasonable



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care; (ii) such party promptly notifies the other party in writing, specifying the occurrence and the extent of its inability to perform, takes commercially reasonable steps to limit the effects of such occurrence, and promptly performs its obligations hereunder as soon as possible; and (iii) if a force majeure event continues for thirty (30) days or more, the other party shall have the right to immediately terminate the affected Purchase Orders.

## 17. GENERAL PROVISIONS

17.1 The parties' relationship hereunder is that of independent contractors. This Agreement does not establish any employment, agency, franchise, partnership, joint venture, or other similar relationship between the parties. Neither party shall have the right to bind, obligate, or act for or on behalf of the other party unless expressly agreed to in a written document duly signed by both parties.

17.2 All notices under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and return receipt requested, by nationally recognized express courier service, by personal delivery, or by facsimile with receipt thereof confirmed in writing by the recipient, to the other party at the address or fax number set forth herein, or such other address or fax number as either party may provide by written notice to the other party in accordance herewith. Notices shall be deemed effective upon receipt if personally delivered, three (3) business days after it is sent by mail or courier, or one (1) business day after it is sent by facsimile.

If to **TS**, to:  
15282 Newsboy Circle Huntington  
Beach, California 92649

If to **Laser Power & Infra Pvt. Ltd.** to  
Adventz Infinity@5, BN Block, 19<sup>th</sup> floor –  
North Wing, Salt Lake, Sector – V, Kolkata  
– 700001.

Attention: Jason Huang

Attention:

DEVESH GOEL

Telephone: 8184305831

Telephone:

+91 98306-23440

Facsimile:

Facsimile:

17.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matters hereof, superseding any and all previous and contemporaneous oral or written communications, representations, understandings, arrangements and agreements regarding the subject matters hereof between the parties or any personnel or representatives thereof.



17.4 No change to this Agreement shall be effective unless set forth in writing and signed by both parties.

17.5 Any failure to enforce any right hereunder by either party on any occasion will not in any way constitute a waiver of such right on any other occasions or of any other right.

17.6 Neither this Agreement nor any rights or obligations set forth herein may be assigned by either party/ies without the written consent of other. Both the parties shall not assign this Agreement, including any rights or obligations under this Agreement, to any of its Affiliates or in connection with a merger, acquisition, consolidation, reorganization, or similar transaction, without resorting prior written consent from LPIPL.

17.7 Any dispute, controversy, claim or disagreement between the parties shall be referred to arbitration at the request of either Party upon written notice to the other Party ("Arbitration Notice"), and such Dispute shall then be finally decided and resolved by arbitration ("Arbitration") in accordance with Arbitration and Conciliation Act, 1996 and its amendments made from time to time, which rules are deemed to be incorporated by reference into this clause, by a sole arbitrator to be mutually appointed by both the Parties. The seat of arbitration shall be Kolkata, West Bengal (India). This Agreement shall be governed by and construed in accordance with Indian laws without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the courts in Kolkata, West Bengal (India). for any dispute in connection with, arising out of or relating to this Agreement.

17.8 Should any provision of this Agreement be held to be illegal, invalid, void or unenforceable in any jurisdiction, such holding shall not affect the remainder of this Agreement or the enforcement of such provision in any other jurisdictions, and to the fullest extent permitted by law, any illegal, invalid, void or unenforceable provisions shall be automatically replaced by provisions as similar thereto as possible but which are legal, valid and enforceable.

17.9 Exhibits A, B, C, D, E, F, G, H are to be treated as an integral part of the agreement and are considered binding and enforceable before the appropriate Courts, and should not be treated as separate/independent. In case of any conflict among this Agreement, the exhibits attached hereto, and the TS Purchase Orders, the following order of precedence shall prevail: (i) the TS Purchase Orders; (ii) this Agreement; and (iii) the exhibits to this Agreement.

17.10 This Agreement shall not be construed against either party by virtue of that party or its representatives having written all or any part of it.

A handwritten signature in black ink, appearing to be "S. S. S.", written over the Laser Power & Infra Private Limited seal.

17.11 The section headings in this Agreement are for convenience only and shall not to be construed as part of the terms of this Agreement.

17.12 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative as of the Effective Date.

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For: **TS Conductor Corp**

By: *VIVEK KOHLI*

Name: Vivek Kohli

Title: Advisor Technology & CEO India



For: **Laser Power & Infra Pvt. Ltd.**

By: *[Signature]*

Name: Devesh Goel

Title: Director





The resistance value is a maximum value calculated using the nominal aluminum cross-sectional area reduced by two percent (2%) or the lower end of its aluminum weight tolerance.

In addition to the above specific requirements, the following general manufacturing specifications must be followed:

**Stranding:** In the production process, the TS® Encapsulated Core shall pass through the machinery in a near straight line. No undue crushing force should be applied to the TS® Encapsulated Core.

All aluminum must be applied during the stranding process in trapezoidal form. Any blasting to achieve non specular finish shall be with acrylic media.

**Design and Form:** LPIPL /TS must comply with the applicable elements of ASTM Designation B 857 – 02 "Standard Specification for 'Shaped Wire Compact Concentric-Lay-Stranded Aluminum Conductors, Coated-Steel Supported'" or reasonably acceptable equivalent or better recognized international standard if approved by TS in advance.

**Annealing Treatment:** Production must allow for the aluminum in final product to have been fully annealed to comply with the applicable elements of ASTM Designation B 609/B 609M – 99 (Reapproved 2004) "Standard Specification for 'Aluminum Round Wire, Annealed and Intermediate Tempers, for Electrical Purposes'" or any reasonably acceptable equivalent or better recognized international standard if approved by TS in advance. If the aluminum strands are made from conforming process, the verification on tensile and conductivity of aluminum strands will be required to certify compliance with the fully annealed state of aluminum.

In calculating the 'fill factor', the cross sectional area shall be considered as a percentage of the total possible annular area between the outer diameter of the encapsulated core and the COD. The cross section shall be calculated as the sum of the cross section of each aluminum strand composing the conductor, measured at right angles to the strand. For the remainder, ASTM Designation B 263 – 99 "Standard Specification for 'Determination of Cross-Sectional Area of Stranded Conductors'" or any reasonably acceptable equivalent or better recognized international standard if approved by TS in advance.

ASTM International owns the copyright on all ASTM Standard Specifications.

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*[Handwritten signature]*

## Exhibit B – Testing

### 1. Tests to be conducted by LPIPL in the qualification process:

- a. The mass of the TS<sup>®</sup> Conductor final;
- b. The measurement of the mass and cross-sectional area of the aluminum strands with the calculation of the overall Fill Factor;
- c. The electrical resistance and conductivity of the aluminum strands in the finished TS<sup>®</sup> Conductor;
- d. The mass, electrical resistance and conductivity of an annealed aluminum strand taken prior to any stranding (wire drawn and annealed; or wire drawn directly from conforming unit);
- e. The diameter of each layer of the finished TS<sup>®</sup> Conductor;
- f. The measurement of the lay length of each layer of the finished TS<sup>®</sup> Conductor;
- g. The tensile strength of the individual strands;
- h. Emissivity of the TS Conductor surface (2.5 nanometers wavelength on a furnace heated sample @ between 150-170°C);
- i. Verification of the ability to produce the minimum possible length of one reel of the specified TS<sup>®</sup> Conductor;
- j. Verification that no excessive lubricants exist on the finished TS<sup>®</sup> Conductor;
- k. General inspection of the strands to ensure conformance, uniformity, surface quality, and damage-free condition;
- l. Verification of the reels and packing; and
- m. Other tests used to identify new TS<sup>®</sup> Conductor design if deemed necessary by TS.

### 2. Tests to be conducted by TS in the qualification process:

- a. Overall strength and workmanship; and
- b. Analysis of possible TS<sup>®</sup> Encapsulated Core damage resulting from stranding, blast media or packing; may also repeat any of LPIPL'S 's testing, at its expense.

### 3. Required tests on new TS<sup>®</sup> Conductor designs:

- a. Stress strain;
- b. Electrical testing; and
- c. Ultimate strength

### 4. Other Tests on new TS<sup>®</sup> Conductor designs:

- a. Sustained load at high temperature;
- b. Sustained load at room temperature;
- c. Cyclical high temperature loading;
- d. Creep (type test of TS<sup>®</sup> Encapsulated Core);
- e. High temperature – sag / tension / ampacity (optional by mutual consent); and
- f. Short circuit (optional by mutual consent)

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*[Handwritten Signature]*



The side flanges shall be sufficiently large to shield the conductor and to permit the conductor to be covered with appropriate protective material that shall not protrude beyond the wooden flanges in addition to any outer protection required.

Reels shall have the following TS logo prominently displayed:

Reels shall also have the following words printed in English and any other relevant languages:

**“TS® CONDUCTOR PRODUCED BY LPIPL UNDER LICENSE FROM TS”**

Packaging (with Co-branding product):

Outside wrapping shall be intact, free from abrasive scratch or scuffing. Protection packing shall be intact. Wooden reel or steel reel shall be whole, intact, compliant with the requirements in this Exhibit C, and suitable for the weight and length of the TS® Conductor.

Labeling (Co-branding product):

The reels of TS® Conductor shall be labeled with the following information or an identification number permitting the identification of the drum and of separate certificates containing the following information: manufacture date; individual identification number; reel number; TS Conductor standard specification; weight, size, and length; reel direction arrow (corresponding to the information manual); and hoisting markings. In addition, specific site and tower installation information may be added. Identification tags and other markings shall be retained on all packages until such time when the TS® Encapsulated Core or the TS® Conductor is used.

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A blue circular stamp with the text "Laser Power & Infra Private Limited" around the perimeter and "Kolkata" in the center. To the right of the stamp is a handwritten signature in black ink.

## Exhibit D - Product Handling and Storage

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**1. TS® Encapsulated Core Material Safety Data Sheet.**

These instructions may be modified by TS from time to time by giving ..... three (3) month's notice.

**2. TS® Encapsulated Core Handling and Storage Instructions.**

These instructions may be modified by TS from time to time by giving ..... three (3) month's notice.

**3. TS® Conductor Handling and Storage Instructions.**

These instructions may be modified by TS from time to time by giving ..... three (3) month's notice.

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## Exhibit E – Routine Tests

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### 1. TS<sup>®</sup> Encapsulated Core Routine Tests

1.1 On the full reel of the TS<sup>®</sup> Encapsulated Core:

- (a) X-Ray NDE Inspection; and
- (b) Measurement of the diameter of TS<sup>®</sup> Encapsulated Core.

The test reports shall record whether the TS<sup>®</sup> Encapsulated Core passed or failed the test in 1.1(a) above and the maximum and minimum diameters of TS<sup>®</sup> Encapsulated Core measured in 1.1(b) above.

1.2 On sections of TS<sup>®</sup> Encapsulated Core cut from the front end and the back end of each reel of TS<sup>®</sup> Encapsulated Core:

- (a) Calculated measurement of the weight;
- (b) Measurement of the tensile strength; and
- (c) Glass transition temperature (Tg) test

The test reports shall record the values measured in 1.2(a) and 1.2(b) above, and whether the material exceeded the minimum Tg temperature and passed or failed the test in 1.2 (c) above.

### 2. TS<sup>®</sup> Conductor Routine Tests

- 2.1 Mass of total TS<sup>®</sup> Conductor;
- 2.2 Diameter of each layer of the TS<sup>®</sup> Conductor
- 2.3 Calculated fill factor of the TS<sup>®</sup> Conductor;
- 2.4 Lay length of each layer of the TS<sup>®</sup> Conductor
- 2.5 Mass of individual strands
- 2.6 Cross section of individual strands;
- 2.7 Resistance and conductivity of individual strands;
- 2.8 Tensile strength of individual strands;
- 2.9 Appearance of the conductor (stranding, scuffing, impurities, excess lubricants, etc.);
- 2.10 Total Length;
- 2.11 Emissivity (if demanded by the Customer).

The test reports shall record, as applicable, the values measured, pass or fail, and other results of the tests, in a format mutually agreed by the parties.

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A handwritten signature in black ink, appearing to be "Anil Kumar", written over the stamp.

## Exhibit F – Records

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### 1. Sales Records

- a. the customer's name, contact person, and address;
- b. the date of purchase order;
- c. the type of TS<sup>®</sup> Conductor ordered;
- d. the type of TS<sup>®</sup> Conductor delivered;
- e. the quantity of TS<sup>®</sup> Conductor ordered;
- f. the total length (with reel lengths) of the TS<sup>®</sup> Conductor delivered;
- g. the scheduled date of delivery;
- h. the actual date of delivery; and
- i. any issues and problems encountered

### 2. Installation Records

- a. the date of the installation;
- b. the location of the installation;
- c. the name, owner and operator of the line or project;
- d. the name of the company installing the TS<sup>®</sup> Conductor;
- e. the name of the foreman or supervisor in overall charge of the installation;
- f. the tensions of the TS<sup>®</sup> conductor used during the installation;
- g. any problems encountered at the installation site or during the installation;
- h. which reels of TS<sup>®</sup> Conductor were installed on which section of the line; and
- i. which TS<sup>®</sup> Accessories (type and manufacturer) were installed on which towers.

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## Exhibit H – TS Standard TS® Encapsulated Core Supply Terms

The terms of this Exhibit H shall govern the supply of TS® Encapsulated Core by TS to LPIPL unless otherwise specifically set forth in a particular purchase order agreed to by TS in writing.

### 1. Orders for TS® Encapsulated Core

TS will sell TS® Encapsulated Core to LPIPL in such quantities and at such times as LPIPL may reasonably request and as TS may agree to accept by written acceptance of LPIPL's purchase order. Orders for TS Encapsulated Core shall be binding following the signature by LPIPL of TS's sales order confirmation document that will set forth the terms of such order. The provisions of these general terms and conditions shall be automatically incorporated into the terms of sale. Where a purchase order has been accepted by both parties in writing, in case of any conflict between the terms and conditions of this Exhibit H and the explicit written terms of a purchase order, the explicit written terms of the purchase order shall prevail. Each order for TS® Encapsulated Core submitted by LPIPL to TS shall specify not less than the following information:

- the TS® Encapsulated Core size ordered;
- the quantity of each TS® Encapsulated Core size ordered, with any reel lengths, if applicable;
- the delivery terms (in accordance with Incoterms 2000);
- the price (FCA, the TS production facility); and
- a reasonable delivery date in view of the requirements of LPIPL's customers.

TS shall notify LPIPL of TS's terms of acceptance of the proposed purchase order, including without limitation the pricing and date of delivery of the TS® Encapsulated Core, within five (5) working days following receipt in normal business hours of LPIPL's proposed purchase order, by sending LPIPL a sales order confirmation. Where TS is unable to provide such TS® Encapsulated Core products in accordance with the delivery dates or any other term specified in LPIPL's proposed purchase order, it shall notify LPIPL within five (5) working days following receipt in normal business hours of LPIPL's proposed purchase order.

LPIPL agrees to provide TS with six (6) months rolling forecasts in writing, updated on a monthly basis, setting forth its estimated TS® Encapsulated Core needs in terms of sizes and quantities.

### 2. Taxes.

Where TS has a legal obligation to collect any taxes imposed on TS or the purchase, sale or use of TS® Encapsulated Core, the amount so collected shall be added to LPIPL's invoice and shall be paid by LPIPL. Any such taxes known to TS shall be advised to LPIPL together with the furnishing of any quotation.

### 3. Claim for Shortage.

LPIPL shall submit in writing to TS all claims for shortages in shipments within thirty (30) working days of the receipt of the TS® Encapsulated Core. In the event of a duly notified shortage, TS shall make commercially reasonable efforts to ship supplemental TS®



Encapsulated Core as soon as possible after verification of the claimed shortage. TS shall bear the direct expenses and costs incurred in rectifying the shortage, including but not limited to any transit costs.

4. **Restrictions.**

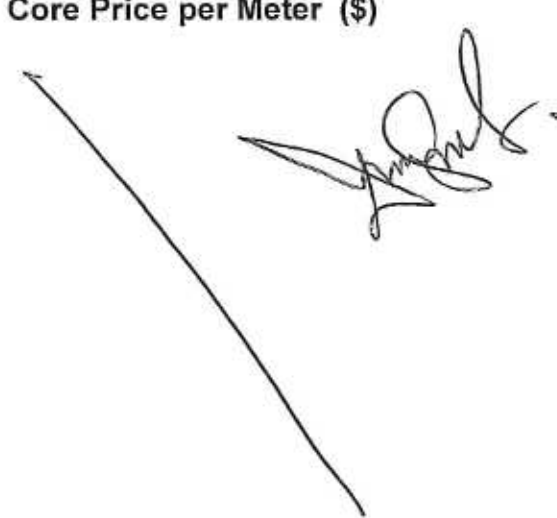
a. **Exclusive use** - LPIPL undertakes to use only TS Encapsulated Core in the fulfillment of any order that specifies composite core conductors, with the exception of pre-existing contractual agreements. This exclusivity binding to TS as to provide territorial rights to LPIPL in the mutually agreed regions with LPIPL. TS will and not give to other marketer or competitor where the presence of LPIPL exists/available as per agreed regions or customers.

b. **No Transfer** - LPIPL shall not resell or otherwise provide unstranded TS® Encapsulated Core to any third parties for any purpose whatsoever without the prior written permission of TS. LPIPL shall promptly provide TS with full and complete information regarding the purpose of such proposed transfer and the proposed use of such TS® Encapsulated Core.

c. **No Reverse Engineering** - LPIPL shall not itself and shall not permit, procure or enable any third party to reverse engineer any TS Encapsulated Core.

5. **TS Encapsulated Core Prices**

The prices of TS® Encapsulated Core shall be reflected in a specific purchase order or a contract document regarding each round of sale. The list pricing of TS Encapsulated Core will not include any applicable taxes, warranty costs, freight or field service support fees.

Core Name	Core Size (mm)	Core Price per Meter (\$)
M1	2, 3.5	
M2	4, 4.5	
M3	5, 5.5	
M4	6, 6.5	
M5	7, 7.5	
	8, 8.5	
	9, 9.5	
	10, 10.5	
	11, 11.5	
	12, 12.5	



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**Exhibit M – Manufacturer Qualification for Aluminum Stranding of TS<sup>®</sup> Conductor**

[SPECIFICATIONS PROVIDED SEPARATELY]



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A handwritten signature in blue ink, written over the blue stamp.