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SUPPLY CONTRACT

This Supply Contract (this "**Contract**") is made as of [_____], 202[_] (the "**Effective Date**"), between [CONTRACTOR], a [ENTITY TYPE] having its principal office at [ADDRESS] ("**Contractor**"), and ENTEK Manufacturing LLC, a Delaware limited liability company having its principal office at 200 Hansard Avenue, Lebanon, Oregon 97355 (the "**Company**"). The Company and Contractor may be referred to in this Contract individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Company wishes to have Contractor provide certain on-site work or services (the "**Work**") in connection with the development of the project (the "**Project**") at 900 E. ENTEK Drive, Terre Haute, IN 47802 (the "**Site**").

B. The Company is managing the Work on behalf of ENTEK Lithium Separators, LLC, the owner of the Project (the "**Owner**").

C. The Parties have agreed that Contractor shall perform the Work as described and on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the receipt and sufficiency of which is acknowledged by the Parties, they each hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. For the purposes of this Contract, the following words and phrases shall have the following meanings:

(a) "**Builder's Risk Policy**" has the meaning set forth in Section 4.2.

(b) "**Contract**" means this document and all attachments, exhibits, supplements, change orders, and other documents that are incorporated herein or attached hereto.

(c) "**Contract Documents**" means the documents governing the Work, as follows:

(i) this Contract;

(ii) the Scope; and

(iii) purchase orders, statements of work, change orders, and comparable procurement documents issued in connection with the Scope.

(d) "**Davis-Bacon Act**" means Subchapter IV of Chapter 31 of Part A of Subtitle II of Title 40 of the United States Code, including and as implemented by the regulations set forth in Parts 1, 3 and 5 of title 29 of the Code of Federal Regulations, as may be amended from time to time.

(e) "**Davis-Bacon Act Requirements**" means the General Davis-Bacon Act Requirements attached hereto as Exhibit A and Exhibit A-1.

(f) "**General Terms**" means the general terms and conditions as set forth in Exhibit B attached hereto, which are fully incorporated herein by reference.

(g) "**HSE**" has the meaning set forth in Section 3.13.

(h) "**HSE Plan**" has the meaning set forth in Section 3.13.

(i) "**OCIP**" has the meaning set forth in Section 4.2.

(j) "**OCIP Manual**" has the meaning set forth in Section 4.2.

(k) "**Project Labor Agreement**" Community Workforce Agreement, dated as of July 10, 2024, among ENTEK Lithium Separators LLC, a Delaware limited liability company, the Central Wabash Valley Building and Construction Trades Council, the Central Midwest Carpenters Union, and the building and construction trades local unions listed on the signature page thereto, a copy of which is attached hereto as Exhibit C.

(l) "**PWA Requirements**" means the Prevailing Wage and Apprenticeship Requirements attached hereto as Exhibit D.

(m) "**Safety Policy**" has the meaning set forth in Section 3.13.

(n) "**Scope**" means the document attached to this Contract as Exhibit F.

(o) "**Work**" shall mean Contractor's supply of material, equipment, and/or services as set out in the Scope.

ARTICLE 2
CONTRACT DOCUMENTS

2.1 Order of Precedence; Conflict. In the event of a conflict between or among any of the Contract Documents, the order of precedence for interpretation shall be (from highest precedence to lowest precedence): (a) this Contract; (b) purchase orders, statements of work, and comparable procurement documents issued in connection with the Scope and accepted by the Company or Contractor (as applicable); and (c) the Scope. For the avoidance of doubt, any terms and conditions contained in any forms or documents heretofore or hereafter supplied by Contractor to the Company which are in addition to or different from the terms and conditions contained in this Contract or a Scope shall not be a part of the agreement between Contractor and the Company unless explicitly agreed to in a writing signed by both Parties. The Company's receipt of goods or services in connection with the Work will not be construed as an acceptance of any terms and conditions contained in any such forms or documents supplied by Contractor.

ARTICLE 3
SCOPE OF WORK

3.1 Work. Contractor agrees to perform its obligations in accordance with the Contract Documents, which are hereby referred to and incorporated herein by reference (such obligations collectively referred to as the "**Work**") under the general direction of the Company. The scope of the Work is set out in the Scope.

3.2 Schedule and Time. Time is of the essence in Contractor's performance of the Work. Contractor shall perform the Work in a prompt, diligent, efficient, and workmanlike manner whenever all or any part of the Work becomes available, or at such time or times as the Company may direct, and in such sequence and pace as necessary to maintain the Project schedule and to keep the Work sufficiently advanced to avoid any delay, hindrance to, or interference with the progress of the completion of the Project. Contractor shall perform its Work in accordance with the Project schedule provided by the Company and any changes thereto, including date of commencement, durations, sequencing of activities, and completion milestones. The Company shall have the right to decide the time, sequence and order in which various portions of the Work, and the priority of work between Contractor and the other contractors and subcontractors. Contractor shall provide the

Company with scheduling information and a proposed schedule for performance of the Work consistent with the Project schedule and in a form acceptable to the Company. Scheduled overtime shall not be performed without the Company's prior written approval. If the Company requests overtime operations, for any reason that is not the fault of Contractor, or those for which Contractor is responsible, the Company will reimburse Contractor, (a) the actual increase in the wage and applicable payroll taxes and benefits paid to the labor performing the overtime, or (b) the negotiated overtime labor rate incorporated in this Contract. The foregoing reimbursement for overtime is Contractor's exclusive compensation related to such request.

3.3 Coordination.

(a) Contractor shall reasonably cooperate with the Company and other contractors and subcontractors in scheduling the Work and shall attempt, as reasonably possible, to avoid conflicts or interference with the progress of the Work. Contractor shall participate in the preparation of coordinated drawings and schedules with the Company and other subcontractors in areas of congestion, specifically noting and advising the Company and other impacted subcontractors of any such interference.

(b) Contractor shall coordinate its Work with the Company and plan and collaborate with other contractors and subcontractors, in a manner that will not delay or hinder their work and will facilitate the timely and orderly completion of the Project. If any part of the Work depends on the proper execution of work by others, Contractor shall promptly inspect and report to the Company, in writing, any defects in such work that render it unsuitable for Contractor's proper execution of its Work. Contractor's failure to inspect and notify Contractor in writing of such defects shall constitute acceptance of the work. Contractor shall not be responsible for failure to discover latent defects in the work of others.

(c) Throughout the duration of the Project, Contractor shall obtain, pay for, and maintain all registrations, permits (excluding the permit for the building), licenses, and official inspections, if an as required and/or necessary to perform the Work.

3.4 Review. Contractor shall make a careful analysis and review of the drawings, specifications, other Contract Documents, and information furnished by the Owner and/or the Company relative to the Work, including any revisions thereto that impact the Work under this Contract. If Contractor discovers errors, omissions, discrepancies, or conflicts in the Contract Documents, or determines that revisions require adjustments to the terms of this Contract, it shall provide immediate notice to the Company, but not later than seventy-two (72) hours from receipt of such information. Contractor shall comply with instructions from the Company in response to such notice. Any Work affected by such discoveries which is performed by Contractor without an agreed change order issued by the Company, and any Work performed by Contractor knowing it to be, or reasonably should have known it to be, in violation of applicable laws, statutes, ordinances, building codes, rules, or regulations, shall be at Contractor's risk and expense. Failure to provide timely written notice of any claims for adjustments to this Contract under this provision within the foregoing period shall constitute a waiver of all such claims.

3.5 Submittals.

(a) Contractor shall examine the Contract Documents to ascertain required shop drawings, product data, cut sheets, calculations, schedules, samples, manufacturer's literature, and brochures (collectively, "**Submittals**") and those that require approval. At Contractor's cost, it shall submit all required Submittals in sufficient time and sequence so that the Work may be done effectively, expeditiously and in a manner that will not delay the Work, or work of others. Anything described in the specifications and not shown in the drawings or otherwise shown in the drawings and not described in the specifications shall be considered to be shown or described in both. Review of Submittals by the Company or Owner shall relate solely to general conformity with the Contract Documents and shall not excuse Contractor from fully complying with the Contract Documents. Such review shall not constitute a waiver of, or agreement to, any change or deviation to the Contract Documents except as presented to and approved by the Company (each, an "**Alternate Submittal**").

(b) Submittals shall be consistent with the design drawings, specifications or other Contract Documents, and shall not impose any expense because of delays or extra work or otherwise on the Company.

(c) If Contractor desires to request a deviation or a substitution from the Contract Documents, such request shall be made in writing and conspicuously identified as a separate Alternate Submittal. Contractor shall provide the Submittal that would be provided pursuant to the Contract Documents plus the Alternate Submittal. The Alternate Submittal shall clearly identify the deviations and/or substitutions requested and reasons for same. Contractor may proceed with Work containing such deviations or substitutions in accordance with the approval provided by the Company or Owner but shall remain responsible to pay for any extra resulting costs incurred by others. Contractor shall not be entitled to an increase in price or Project schedule resulting from submission and approval of any Alternate Submittal.

(d) If the Contract Documents do not contain Submittal requirements pertaining to the Work (or some portion of Work), Contractor agrees to submit to the Company, in a timely fashion, any Submittals as may reasonably be requested by the Company or Owner for approval.

(e) If applicable, upon completion of the Work and as condition precedent to final payment being due, Contractor shall submit all "in place" or "as-built" drawings, owner's manuals, operating manuals, labor and materials warranties, and any other close out documents required by the Contract Documents.

3.6 Conditions.

(a) Contractor represents that, (1) it has carefully examined and understands the Contract Documents relevant to the Work, (2) it has visited and adequately investigated the nature and conditions of the Site and locality (including existing site conditions), (3) it has familiarized itself with the nature of conditions affecting the difficulty of the Work including without limitation the availability of labor and materials within the market to timely perform the Work, and (4) and has entered into this Contract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of the Company.

(b) Contractor is solely responsible for costs which may result from the nature and location of Work and the general and local conditions and all other matters which can in any way affect performance or costs associated therewith and shall make no claims for differing site conditions except as authorized in the Contract Documents. Failure of Contractor to acquaint itself with any applicable condition will not relieve it from the difficulties or costs of successfully performing the Work.

(c) Contractor shall uncover its Work upon request by the Company to provide for inspection to ensure that the Work is in accordance with the Contract Documents. If the Work uncovered is determined to be in accordance with the Contract Documents, then the Company shall pay Contractor its actual costs to uncover and recover the Work. If the Work uncovered is determined to not be in accordance with the Contract Documents, then Contractor shall bear all costs associated with uncovering the Work, remedying the Work, and recovering the Work and Project schedule.

(d) In carrying out its Work, Contractor shall take necessary precautions to protect from damage caused by its operations. Contractor shall make every effort to protect its own Work from damage of any sort and shall continue until the Work is completed in its entirety. Traffic control to perform the Work is included.

3.7 Cleanup. Contractor shall at all times maintain a clean, safe, and orderly working area and free of debris. Debris shall be removed to and placed at a location designated by the Company each day (or as otherwise required by the Company). Should Contractor fail to comply, the Company may perform the necessary cleanup and the cost will be deducted from the price or charged to Contractor.

3.8 Continuation of Performance. Contractor shall continue performance of the Work during the pendency of a dispute between the Company and Contractor related to Contractor's entitlement to an

adjustment in the price, Project schedule or scope of the Work. During the pendency of any dispute between the parties, Contractor shall comply with the notification and documentation requirements in ARTICLE 5 and ARTICLE 6, and Contractor shall not suspend the Work. Improper suspension of the Work in violation of this provision shall be deemed an immediate breach and default under this Contract.

3.9 Davis-Bacon Act Requirements. Contractor understands and acknowledges that the Project is subject to the requirements of the Davis-Bacon Act. Accordingly, Contractor shall, and shall cause any and all of its approved subcontractors, to perform the Work in strict compliance with the Davis-Bacon Act Requirements. Further, Contractor shall submit weekly reports to the Company's designated third-party recordkeeper, which shall be identified to Contractor in writing by the Company (the "**Recordkeeper**"). Such weekly reports shall be in the form designated by Recordkeeper.

3.10 Prevailing Wage and Apprenticeship Requirements. Contractor understands and acknowledges that the Project is subject to the requirements set forth in Section 48C of the Internal Revenue Code of 1986, IRS Notice 2022-61, Treasury Regulation § 1.48C-3, and any related subsequent regulations or guidance issued by the U.S. Department of Treasury or Internal Revenue Service. Contractor shall and shall cause any of all of its approved subcontractors, to perform the Work in strict compliance with the PWA Requirements. When requesting apprentices to fulfill the applicable PWA Requirements, Contractor shall complete and submit to the Company the apprenticeship request form attached hereto as Exhibit E.

3.11 Cargo Preference. The Contractor shall comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least fifty percent (50%) of Project equipment, materials or commodities procured or otherwise obtained with U.S. Government funds, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

3.12 Project Labor Agreement. Contractor shall comply in all respects with the terms and conditions of the Project Labor Agreement, provided, however, that Contractor is solely responsible for such compliance, and the Project Labor Agreement and compliance thereunder is not an obligation of the Company and does not excuse Contractor from, or entitle Contractor to any schedule or cost relief with respect to, its performance of the Work and any other obligations under the Contract Documents. Contractor and any of Contractor's approved subcontractors shall execute and deliver to the Company the Letter of Assent attached hereto as Exhibit D-1.

3.13 Safety and Security.

(a) General Safety Obligations of Contractor. Contractor recognizes and agrees that safety and physical security are of paramount importance in the performance of the Work, and that Contractor is responsible for performing the Work in a safe and physically secure manner. Contractor agrees to provide or cause to be provided necessary training and safety construction equipment, including properly functioning personal protective equipment as appropriate and necessary for the performance of the Work, to its employees, subcontractors and sub-subcontractors and enforce the use of such training and safety construction equipment. Contractor shall maintain all accident, injury and any other records required by applicable law and this Contract. Contractor shall fully cooperate with the Company and the Company's on-site health, safety and environmental ("**HSE**") coordinator in demonstrating safe practices, including full cooperation during any investigations. Contractor shall be responsible for the security, guarding, lighting, and supervision of the Work until Contractor shall fully perform the Work. Contractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Work is its responsibility, regardless of the establishment of the Safety Policy (as defined below).

(b) HSE Plan. Contractor agrees to implement a safety program that is to be received by the Company for its written approval no later than fifteen (15) days prior to the commencement of the Work at the Site (the "**HSE Plan**"). The HSE Plan shall incorporate and comply with the terms of the Company's safety policy, which can be found at **https://entek.com/ELS-Project-Safety-Policy** and **https://entek.com/ELS-**

Electrical-Safety-Policies (as each may be updated from time to time, collectively, the "**Safety Policy**"), and Contractor represents and warrants that it is solely and fully responsible for, and shall have supervision and control over, (i) all activities to comply with the Safety Policy as all times during the performance of the Work, (ii) all construction means, methods, techniques, sequences, procedures, coordination, and safety of all portions at all times of the Work, including all activities related to the performance of Contractor's personnel and any other persons working in the area of the Work, (iii) compliance with occupational safety and health rules and regulations, and federal, state, and local laws, codes, ordinances, and regulations related to the performance of the Work, and (iv) providing a safe place for its personnel to perform the Work and related activities, and will exercise complete charge and control of the Work and its personnel and will undertake whatever measures are necessary to ensure safety. Contractor agrees to perform the Work in accordance with the safety and health rules and standards of applicable law and the HSE Plan, as approved by the Company. The Company's review and approval of Contractor's HSE Plan and any recommendations or instructions related to safety matters from the Company shall not in any way relieve Contractor of its responsibility regarding safety, and the Company, in reviewing and approving such safety program, assumes no liability for such safety program. Should the Company or the Company's HSE coordinator at any time observe Contractor, or any of its subcontractors or sub-subcontractors, performing the Work at the Site in violation of the HSE Plan or in an unsafe manner, or in a manner that would, if continued, violate the requirements of the HSE Plan or become unsafe, then the Company shall have the right (but not the obligation) to require Contractor to stop the affected Work until such time as the manner of performing such Work has been rendered safe; provided, however, that at no time shall Contractor be entitled to compensation solely based on such Work stoppage. Concurrently with its submittal of the HSE Plan, Contractor shall provide to the Company all copies of its Safety Data Sheets and an attestation that all its employees and other agents working on the Site have been drug tested in compliance with the Safety Policy.

(c) Safety Representative; Inspections. Contractor shall appoint one or more (as appropriate) safety representative(s) acceptable to the Company who shall be resident at the Site, have responsibility to immediately correct unsafe conditions or unsafe acts associated with the Work, act on behalf of Contractor on safety and health matters, and participate in periodic safety meetings with the Company at least once per week. Contractor agrees to inspections by the Company to determine compliance with safety, health, and environmental standards. Contractor acknowledges that the Company's right to inspect shall not in any way relieve Contractor of its obligations hereunder. If at any time Contractor violates OSHA standards or in the reasonable judgment of the Company, performs its work in an unsafe manner or otherwise not in compliance with the Company's requirements, the Company may either require Contractor to immediately cease work until the unsafe practice is corrected, or provide the required safety measures, to the Company's satisfaction and at Contractor's sole expense. The Company's failure to stop Contractor's unsafe practices shall not relieve Contractor of its responsibilities herein. Failure of Contractor and/or its personnel to comply with any rules or regulations applicable to the Work, including the Safety Policy, may result in the immediate discharge of Contractor and/or any or all of its personnel from the Site.

(d) Incidents. Contractor shall immediately notify the Company orally of any incident and submit a written, fact-based accident report on a form acceptable to the Company within two (2) hours of the incident. Upon request of the Company, Contractor shall furnish the Company with a copy of any reports prepared by Contractor for submission to Contractor's insurer. All incidents are to be investigated to determine basic/root causes including preventative actions to prevent a similar future event.

ARTICLE 4
INSURANCE

4.1 Required Insurance. The Contractor shall purchase and maintain the insurance coverages set forth on Exhibit G for the duration of the Work to the extent such insurance coverages are not provided by the Company's OCIP described in Section 4.2 below. Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project.

4.2 **The Company's Insurance**. The Company has implemented an Owner Controlled Insurance Program (the "**OCIP**") covering the Project, as is further detailed in the Company's OCIP manual, which can be found at https://entek.com/ELS-OCIP-Manual (the "**OCIP Manual**"). Under the OCIP, the Company will centralize the purchase of insurance for activities of the Company, Contractor, and all tiers of subcontractors for work performed in connection with the Project. The OCIP will include the insurance coverages detailed in the OCIP Manual. The Company has also implemented a Builder's Risk insurance policy for the Project (the "**Builder's Risk Policy**"). Contractor shall enroll in the OCIP and Builder's Risk Policy and Contractor and all approved subcontractors must receive insurance clearance from the Company before performing any Work. The Builder's Risk Policy provided by the Company also does not cover loss of, or damage to, any tools, implements, equipment, scaffolds, form work, machinery, cranes, consumables, office trailers, tool sheds, temporary structures or anything else which is not intended to become a permanent part of the finished Project. Contractor and approved subcontractors must provide their own insurance for activities off the Site and for any applicable policies set forth on Exhibit G but not provided through the OCIP, and the costs of such insurance for Contractor and subcontractors shall be solely Contractor's and such subcontractors' responsibility. To the extent Contractor and/or any subcontractor becomes ineligible for the OCIP or is no longer covered by the OCIP, Contractor and such subcontractor shall provide all insurance as may be reasonably required by the Company.

ARTICLE 5
CHANGES

5.1 **Changes**.

(a) The Company may, at any time, make changes in the Work, including changes requested by Owner, changes required to maintain the Project schedule and/or changes to Contractor's obligations under this Contract, such as changes:

(i) in the drawings and specifications;
(ii) in the sequence of the Work, subject to ARTICLE 3;
(iii) directing acceleration or deceleration in the performance of the Work;
(iv) modifying the schedule of the Work or Project schedule; and
(v) adding to or deleting from the Work.

Upon receipt of a notice of a change, which may include a change order (each, a "**Change Notice**"), Contractor shall, (y) promptly proceed with the work reflected by the Change Notice, and (ii) timely submit to the Company a notice of impact which sets forth the known or potential impact that the changes contemplated by the respective Change Notice may have on Contractor's performance of the Work, including to its price, Project schedule, and/or efficiency (an "**NOI**"). Notwithstanding any such Change Notice, Contractor shall be deemed to have retained contractual responsibility and control of all means and methods for the performance of its Work at all times in accordance with ARTICLE 3.

(b) Contractor shall within five (5) days (the "**Required Notice Period**"), after receipt of a Change Notice or alleged occurrence of a change event, submit to the Company an NOI itemizing the impact the change has on the price, Project schedule and/or Work. The itemized estimate shall detail the anticipated change to direct labor hours and labor costs, direct material, direct equipment, applicable labor markups for employee labor burdens and benefits, and overhead and profit. If a change in the Project schedule is sought, the estimate shall provide a detailed explanation of how and why the requested change will impact the critical path of the Work. **FAILURE OF CONTRACTOR TO PROVIDE THE WRITTEN NOTICES REQUIRED HEREIN SHALL BE CONSTRUED AS A WAIVER OF SAID CLAIM EXCEPT TO THE EXTENT SUCH CLAIM IS APPROVED AND PAID BY OWNER TO THE COMPANY**.

(c) In the event Contractor has been instructed to perform the change on a time and material basis, Contractor shall provide the Company time cards, material invoices from supplying vendors, and other reasonable documentation evidencing the actual increase in Contractor's cost of or time impacts to the Work.

Contractor shall provide documentation supporting the impact caused to the price and Project schedule by the change including the basis of its bid, manpower curves and/or the original purchase orders with its vendors substantiating the additions and deletions related to the change event as caused to the Work. For impacts to the Project schedule caused by time and material, overtime, acceleration and/or Contractor claims, Contractor shall document the actual impact to Contractor's timely and efficient performance of the Work as documented by contemporaneous time tickets. Such contemporaneous time tickets shall specifically identify the time impact and/or inefficiency being claimed and shall be submitted to the Company on a weekly basis. Tickets signed by the Company personnel for Work performed on a time and material basis shall be for verification purposes only to establish time and material quantities, not as acceptance or authorization.

(d) If the Company and Contractor agree with adjustments to the price and Project schedule, if any, associated with the change, then the Parties shall execute a change order signed by both Parties. An agreement on a Change Order shall constitute a full and final settlement and accord and satisfaction of all matters relating to the change in the Work which is the subject of the change order, including all direct and indirect costs associated with such change, overhead and profit, and any and all adjustments to the price and Project schedule. A change order may also be executed by the Parties to formalize an amendment to this Contract regarding terms other than a change in the price, Project schedule, Work, or matters addressed in a Change Notice or NOI.

(e) In no event shall Contractor begin performance of any Work that would in any way cause or allow the Work to deviate from that required in the Contract Documents, whether at the Company's request or otherwise, without first obtaining an executed change order authorizing such change. Any change work performed by Contractor without an executed change order from the Company shall be at Contractor's sole cost and Contractor shall be liable to the Company for any all losses, costs, expenses, damages, delays, and liability of any kind incurred by the Company on account of such unauthorized change work.

(f) If the Company and Contractor cannot agree to the adjustments to the scope of Work, price and Project schedule, if any, due to a change notice or any other change event, the Company shall issue a written directive to Contractor affecting the Work under this Contract (a "**Change Directive**") and Contractor shall continue its performance of the change and the Work as directed without delay to the Project, in accordance with ARTICLE 3 hereof, subject to the Parties' rights under this Contract. Contractor has an affirmative obligation to inform the Company if a change impacts the price, Project schedule and/or timely performance of the Work. If the Parties cannot agree on the adjustments to price and/or Project schedule arising from a Change Notice, if any, then Contractor shall comply with Section 3.8 hereof (Continuation of Performance). Contractor shall document its alleged adverse impacts to the Contract and provide such documentation to the Company upon request. Contractor's claim for change in the price and/or Project schedule shall be limited to the verifiable and substantiated costs and impacts as allowed under the Contract Documents and this ARTICLE 5.

(g) Each change order issued by the Company shall be deemed to be effective and accepted by Contractor at the time of the earliest of the following occurrences, (i) the date Contractor signs the change order, or (ii) ten (10) days after the date that the Company sends the change order to Contractor unless within that period the Company receives written notification from Contractor objecting to the change order and specifying all of Contractor's reasons for its objection. No adjustment of price or Project schedule shall be binding on the Company unless agreed in a change order and signed by a duly authorized representative of the Company.

ARTICLE 6
DELAYS

6.1 **Claims**. Claims for delay shall be made by Contractor in accordance with Section 5.1(b), this ARTICLE 6, and Section 23 of the General Terms.

6.2 **No Delays**. Contractor shall perform the Work in a manner that will not injure, damage or delay the Project or work of others.

6.3 **Contractor-Caused Delays**. If Contractor delays the Project, Contractor shall, at its sole expense, at the Company's request, provide additional labor, to work overtime (including Saturday and Sunday work) and additional shifts and expedite the furnishings of materials or equipment as to avoid or minimize delaying or interfering with the completion of the Project. Contractor shall be liable for, (a) indirect and/or direct damages incurred or accrued by the Company, and (b) any direct and/or indirect damages for delay incurred by the Company; but only to the extent attributable to Contractor's delays to the Project.

6.4 **Force Majeure-Caused Delays**. Contractor has taken into account and has made allowances for delays which should be reasonably anticipated or foreseeable. If the critical path of the Work is impacted and delayed in the prosecution of the same by force majeure, then the time fixed for Contractor's completion of the Work may be extended, but only to the extent the Contractor is entitled to such force majeure extension under the Contract Documents, and provided, (i) Contractor provides the Company with written notice of the delay within three (3) days of the commencement of such delay, and (ii) Contractor provides the Company with a written claim for the time extension sought within such time. Contractor's sole and exclusive remedy for any delay to its Work by force majeure shall be an extension of time.

6.5 **Weather-Caused Delays**. Contractor has taken into account and has made allowance for delays caused by inclement weather to be reasonably anticipated for the geographic area where the Project is located. Contractor shall be entitled to an extension of time for inclement weather so long as such inclement weather in fact impacts and delays the critical path of the Work, and such inclement weather is beyond that which should have been reasonably anticipated.

6.6 **Sole Remedy**. No claims for additional compensation or damages for delays or schedule interference, including claims for loss of productivity, disruption, "ripple effect" costs or "impact" costs, whether caused in whole or in part by any conduct on the part of the Company, other contractors, or Owner, or by any other contributing causes, shall be recoverable from the Company, and the above-mentioned extension of time for completion shall be the sole and exclusive remedy of Contractor.

ARTICLE 7
MISCELLANEOUS

7.1 **Severability**. The paragraphs and provisions of this Contract are severable, and if any paragraph or portion of this Contract is declared illegal or unenforceable, the remainder of this Contract shall remain effective and binding on the Parties and the illegal or unenforceable clause shall be modified to allow for enforceability and to give effect to the original intent of the Parties to the extent possible.

7.2 **Successors and Assigns**. This Contract will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, administrators, executors and legal representatives.

7.3 **Entire Agreement**. The Contract Documents, together with any attachments, exhibits, or supplements thereto, constitute the entire understanding and agreement between the Company and Contractor with respect to the subject matter hereof, replacing and superseding any prior agreements, representations, negotiations and communications, verbal or written, with respect thereto, provided that any confidentiality agreements previously executed between the parties remain in full force and effect. No agent or employee of any company has authority to bind the Company or Contractor by any promise, representation or statement not contained in this Contract. This Contract may not be altered except by a written amendment signed by both Parties.

7.4 **Notices**. Any notice or other communication required or permitted to be delivered under the Contract Documents shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) when sent by fax or e-mail if sent during normal business hours of the recipient, if not, then on the next business day; (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, to the physical address or e-mail address of each Party set forth below (or to such other physical address or e-mail address as such Party may designate by five (5) business days advance written notice to the other Party hereto).

If to the Company:	If to Contractor:
Attention: General Counsel	Attention:
Address: 200 Hansard Avenue Lebanon, OR 97355	Address:
Telephone: 1-541-259-1068	Telephone:
Email: gc@entek.com	Email:

7.5 **Counterparts**. This Contract may be executed and acknowledged in counterparts, each of which shall be an original and all counterparts together shall constitute a single document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Supply Contract to be executed as of the Effective Date.

THE COMPANY:	**CONTRACTOR:**
ENTEK Manufacturing LLC, a Delaware limited liability company	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

(DAVIS-BACON ACT REQUIREMENTS)

A. General: As required by 42 U.S.C. § 17013(d)(2), this Contract incorporates the requirements of the federal Davis-Bacon Act and its implementing regulations. Those provisions are incorporated in Exhibit A-1 of this Contract. Exhibit A-1 prevails over anything to the contrary elsewhere in this Contract. The rest of this Exhibit A addresses specific issues regarding compliance with these requirements and with other employment and labor requirements.

B. Wage Determinations: Any wage determinations incorporated physically or by reference in this Contract shall be applicable to this Contract and shall apply to all activities of the Contractor. If no wage determination is physically attached to or referenced in the Agreement, Contractor agrees to ask for such a wage determination before signing the Agreement

C. Flow-Down: Contractor agrees to flow-down and incorporate any wage and hour requirements of this Contractor – including Exhibit A-1 and any wage determinations—to all subcontractors, to cause those subcontractors to further flow-down and incorporate those requirements to any lower-tier sub-subcontractors, and to cause all subcontractors and sub-subcontractors at any tier to comply therewith.

D. Cooperation: Contractor agrees to cooperate with the Company in any investigation or inquiry with respect to compliance with Davis-Bacon Act requirements and all other federal, state and local employment and labor laws. The Company shall have the right to audit Contractor, demand written documentation and records, interview workers, and otherwise take any and all steps necessary to determine compliance. Contractor shall timely provide all information requested and shall take any corrective action required by any government entity (or shall timely contest such government-required corrective action) or by the Company.

E. State Laws: Sometimes state and local employment and labor laws, or specific terms imposed by a state or local authority, may include requirements beyond those of federal law. These requirements may include employee payments and/or benefits that are in excess of federal law, various posters or other notices, minimum-wage and prevailing-wage requirements, and workplace safety requirements. Contractor agrees to perform its own independent investigation of state and local laws and other requirements and to comply with them.

F. Wage and Hour Disputes: Contractor agrees to comply with all federal, state, and local wage-and-hour laws, regulations, orders, and requirements (including the Davis-Bacon Act), and to do so at its own expense and cost. Contractor acknowledges this compliance obligation is its own exclusive responsibility, and Contractor understands that this compliance obligation is a condition precedent for the award of this Contract. Noncompliance with any of the requirements of wage and hour laws, regulations, orders, or procedures shall not be a basis for any Contractor claim for monies from due from the Company. However, to the extent that Contractor wishes to contest through the applicable dispute-resolution forum, at its sole own expense, any allegation or finding of a violation, Contractor may agree to sponsor and cooperate in the bringing of such bona fide dispute upon execution of appropriate indemnification provisions.

G. Indemnification: Contractor agrees to indemnify and hold Company harmless from any costs, expenses, damages, penalties, fines, or other claims that Contractor owes its employees back wages, fringe benefits, overtime pay, or any other employment or labor claim in connection with, arising under, or related to performance of this Contract. If Company incurs any such cost, Contractor agrees that Company may withhold such sums from any payment otherwise due Contractor, and Contractor expressly agrees to reimburse Company for said cost to the extent there is any deficiency in the funds to make payment.

H. Notification: If Contractor receives a subpoena, letter, demand, lawsuit, summons, complaint, or other notice, whether from a government agency, attorney, union, individual, or other source, alleging that Contractor, Subcontractor, or Subcontractor's subcontractor at any tier have or may have violated any

employment or labor law, regulation, or other requirement, then Contractor shall notify the Company within 48 hours.

I. Breach: Failure to comply with any provision of Exhibit A-1 shall be a basis for withholding further payment to Contractor. Compliance is a condition precedent for payment of any of Contractor's invoices. Failure to comply is a breach of this Contract and shall subject Contractor to liability for any monetary deficiencies not withheld or offset.

Exhibit A-1

(DAVIS BACON ACT REQUIREMENTS)

29 C.F.R. § 5.5

Note 1: The word "section" and "paragraph" as used below refer to the enumerated provisions of this Exhibit A-1, unless context indicates otherwise.

Note 2: The symbol "§" as used below refers to provisions of 29 C.F.R.

Note 3: The words "prime contractor," "contractor," or "employer" as used below typically means and refers to the obligations of Contractor, unless context indicates otherwise.

* * *

29 CFR 5.5(a)

(1) ***Minimum wages —***

(i) *Wage rates and fringe benefits*. All laborers and mechanics employed or working upon the Project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications*.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate*. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans*. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest*. In the event of a failure to pay all or part of the wages required by the Borrower or any DBA Contract Party, the Borrower or such DBA Contract Party, as applicable, will be required to pay interest on any underpayment of wages.

(2) *Withholding —*

(i) *Withholding requirements*. The Department of Energy or the Company may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the Department of Energy may on its own initiative and after written notice to the contractor, the Company, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) *Records and certified payrolls* —

(i) *Basic record requirements* —

(A) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics (including for purposes of this paragraph (a)(3)(i)(A), watchpersons and guards) working at the Project for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements* —

(A) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Department of Energy if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the Company or other entity, as the case may be, that maintains

such records, for transmission to the Department of Energy. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

> (*1*) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
>
> (*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
>
> (*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the Department of Energy or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, the Company, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Department of Energy if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the

full Social Security number and last known address, telephone number, and email address of each covered worker to the Company or other entity, as the case may be, that maintains such records, for transmission to the Department of Energy, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity* —

(i) *Apprentices* —

(A) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the Department of Energy may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment*. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements*. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards*. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility*.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process*. The Department of Energy or the Company may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts*. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

EXHIBIT B

(GENERAL TERMS)

1. PARTIES; CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: These terms and conditions ("**Terms and Conditions**"), together with any purchase orders, order forms, service orders, or statements of work issued by ENTEK Manufacturing LLC or its affiliates (collectively, "**ENTEK**") or accepted in writing by ENTEK (each, an "**Order**"), set forth the terms and conditions that shall apply to purchases by ENTEK of goods ("**Goods**") and/or services ("**Services**") from the vendor identified in the applicable Order ("**Contractor**"). These Terms and Conditions and the accompanying Order may be collectively referred to herein as the "**Agreement**." Unless expressly agreed to otherwise in writing by ENTEK and Contractor, if these Terms and Conditions conflict with or differ in any way from any provisions contained in an applicable Order, these Terms and Conditions shall control. Any additional or different terms contained in Contractor's general terms of sale or any proposal, quote, acknowledgement, or other document prepared by Contractor are hereby rejected by ENTEK and will not modify the Agreement or be binding on the parties unless set forth in a duly executed agreement.

2. ISSUANCE AND ACCEPTANCE OF ORDERS: ENTEK may issue Orders to Contractor in writing including e-mail or other electronic means. An Order is not binding on ENTEK until the earlier of Contractor's: (a) written acceptance or execution and delivery of an Order to ENTEK; (b) delivery of Goods under the Order; or (c) commencement of performance of Services under the Order. Each of the foregoing shall be deemed to constitute Contractor's acceptance of such Order and these Terms and Conditions. ENTEK may withdraw any Order by notice to Contractor at any time prior to delivery of the Goods or commencement of performance of the Services under the Order.

3. ORGANIZATION AND POWER; AUTHORITY: Each party hereby represents and warrants to the other party and acknowledges that the other party, in entering into this Agreement, is relying upon the following: (a) the party has been duly incorporated or organized and is validly subsisting and is in good standing under the laws of its incorporating jurisdiction; (b) the party has the authority to enter into this Agreement; (c) the party is duly qualified and licensed to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it makes such qualification necessary, including the jurisdiction in which the Services, or any part thereof, will be performed; (d) the entering into of this Agreement, and the performance and observance of the terms and provisions hereof, do not violate, and will not result in the violation of, any of the terms or provisions of the formative documents or bylaws of the party, or any relevant decrees, laws or regulations, or any indenture or other agreement, written or oral, to which the party is a party or by which it is bound; and (e) all necessary actions and proceedings have been taken by the party to authorize the execution and delivery of this Agreement, which is binding upon it in accordance with its terms, subject to laws affecting the enforcement of creditors' rights generally and to the availability of certain remedies which are in the discretion of the courts.

4. PAYMENT: Payment(s) shall be made in U.S. Dollars in accordance with the remittance instructions furnished by Contractor in an invoice. Payment terms are net sixty (60) days from the date of the applicable invoice from Contractor.

5. DELIVERY OF GOODS; RISK OF LOSS: Unless otherwise set forth in the Order, Contractor shall deliver Goods as follows: (a) for international shipments, Delivered At Place (DAP) (incoterms 2020) place of destination, and (b) for domestic shipments, Free on Board (FOB) (Incoterms 2020) place of destination. Each package, packing slip and tag covered by the Agreement shall bear the applicable Order number. Title to the Goods shall pass to ENTEK upon delivery of the Goods to ENTEK. Time of delivery is of the essence of the Agreement and ENTEK reserves the right to reject Goods and Services and to cancel all or any portion of the Agreement in the event of Contractor's failure to deliver or perform in accordance with the specifications and time contained in the Order. Acceptance of any part of a shipment of Goods shall not bind ENTEK to accept the remainder of that shipment or any future shipments or constitute a waiver of ENTEK's right to return any Goods accepted. Goods shipped after the time specified or delivered in excess of the quantity ordered may be

returned at any time at the Contractor's expense, and retention of such Goods shall not be considered an acceptance of the same unless there has been an unreasonable delay in their return. Approval of samples by ENTEK shall not excuse Contractor from exact compliance with blueprints and specifications.

6. TESTS: If applicable, Contractor shall, at its sole expense, have its Goods and/or Services tested and inspected in accordance with the requirements of the Agreement, the suppliers or manufacturers of the materials or systems, and applicable industry standards, and shall submit one (1) copy of all tests or inspection reports to ENTEK within two (2) days of its receipt of said reports. Contractor shall give ENTEK no less than two (2) business days' notice of all tests, unless a longer time is required by the Agreement. Neither the submission of any tests or inspection reports to ENTEK nor the review of said reports by ENTEK shall relieve Contractor of its responsibility to comply with the requirements of the Agreement.

7. WARRANTY; INSPECTION: Contractor expressly warrants that all Goods and Services covered by the Agreement will: (a) conform to the specifications contained in the Order; (b) conform to specifications contained in Contractor's written materials; (c) be merchantable and fit for the particular purpose intended; (d) be free from any and all liens; (e) be free from defects; (f) not infringe upon any patent, trademark or copyright; and (g) bear any warnings, labels and markings required by applicable laws and regulations. Contractor further warrants that all services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Contractor's industry, and that all materials and equipment incorporated into the Goods and/or Services covered by this Agreement shall be new, unless otherwise specified. Any attempt by Contractor to limit, disclaim or restrict any the warranties in this Section 7 by acknowledgment or otherwise shall be null, void, and ineffective. All warranties herein shall run to ENTEK and ENTEK Lithium Separators LLC, and their respective successors and assigns. The above warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Agreement and such other warranties as are implied by law, equity, custom, course of dealing, and usage of trade.

The Goods, Services, and all materials and equipment furnished in connection with the same shall at all times be subject to inspection by ENTEK. Contractor shall, at its own expense, provide safe and necessary facilities and all samples, documents, drawings, and lists necessary for such inspection. If any material, equipment, or any part of the Goods and/or Services is determined by ENTEK, either during the performance of the work contemplated by the Agreement, or on final inspection, or during any applicable guarantee period, to be defective or not in compliance with the requirements thereof, ENTEK shall notify Contractor in writing that such material, equipment, Goods, or Services is rejected. If rejected, Contractor shall, at its sole expense, promptly replace or correct such defective material, equipment, Goods, or Services by making the same strictly comply with all requirements thereof.

8. QUALITY CONTROL: Contractor shall comply with ENTEK's quality control and quality assurance programs during the performance of the Agreement. Contractor shall submit to ENTEK, for its review and approval, Contractor's quality control and quality assurance program specific to the work contemplated by the Agreement describing the necessary processes employed by Contractor to perform such work so as to meet the quality standards required by the Agreement and in accordance with the warranties referenced herein. Contractor shall provide documentation to ENTEK evidencing the requisite quality standards are being met, and upon the request of ENTEK, hold a pre-installation conference prior to installing the Goods or otherwise performing the applicable Services in whole or in part. Contractor shall designate personnel to coordinate and be responsible for all quality control scope of the work contemplated by the Agreement.

9. BREACH OF WARRANTY: Failure to conform to the specifications referenced in Sections 7(a) or (b), apparent or hidden defects in the Goods, breach of implied or express warranties, and any other breach of Contractor's warranty are not waived by ENTEK's acceptance of all or any part of Goods or Services. Upon receipt of written notice from ENTEK of any breach of warranty contained herein, Contractor shall correct or commence taking diligent steps to correct, to ENTEK's reasonable satisfaction, within two (2) business days, the affected Goods and/or Services, and all costs incurred as a result of such breach of warranty shall be borne by Contractor. If Contractor fails to timely cure such breach of warranty, ENTEK may perform or cause to be performed the necessary correction and resultant rework at Contractor's expense.

10. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless ENTEK (which terms includes ENTEK, its subsidiaries and affiliates, their successors and assigns, and the vendees and lessees of such persons or companies) at Contractor's own expense in, from or against all charges, claims, demands, liabilities, costs, expenses, attorneys' fees, judgments, orders, decrees, and damages incurred in connection with any claim, action, suit, proceeding, trial or appeal of every kind resulting from or arising out of or in connection with any actual or claimed defect in material, workmanship, design, or patent, trademark or copyright infringement with respect to any of the Goods and/or Services covered by the Agreement. ENTEK shall have the right to participate and be represented in any such action, suit or proceeding by its own attorney at its own expense. Contractor shall include ENTEK and ENTEK Lithium Separators LLC as an additional insured under Contractor's liability insurance policy or policies (as applicable) and provide evidence of adequate insurance.

11. LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE DAMAGES) SUSTAINED FROM ANY CAUSE RELATING TO THE GOODS AND/OR SERVICES COVERED BY THE AGREEMENT REGARDLESS OF THEORY.

12. APPLICABLE LAW: All materials used in meeting the requirements of the Agreement shall have been procured and manufactured in accordance with all applicable laws, rules, and regulations.

13. ASSIGNABILITY: Contractor may not assign or delegate its obligations under the Agreement without ENTEK's prior written consent.

14. BAILED PROPERTY: When ENTEK's property is in Contractor's possession, Contractor shall be responsible therefore and shall protect ENTEK against any loss of or damage to such property through insurance coverage with limits, terms and conditions satisfactory to ENTEK.

15. TOOLS: If applicable, Contractor shall supply all tools, jigs, dies, gauges, fixtures, molds and patterns required for fulfillment of the Agreement unless otherwise specified.

16. TAXES: To the extent permitted by law, ENTEK shall be relieved of any obligation to reimburse Contractor for any sales or use taxes in connection with this transaction unless the amount of such taxes are itemized separately on Contractor's original invoice.

17. COMPLIANCE WITH LAWS: Contractor shall comply with, and shall ensure that its permitted subcontractors comply with, all applicable laws and regulations in their performance under the Agreement (including, without limitation, the applicable laws, orders, policies and regulations of the U.S. and any other jurisdiction in which Goods or Services are provided, including, without limitation, those relating to import, export and re-export of commodities, technical data and software, privacy, labor and employment, anti-discrimination and anti-harassment, anti-slavery and human trafficking, protection of intellectual property, anti-bribery and anti-corruption, conflict minerals reporting, environmental protection, hazardous substances management, pollution prevention and resource sustainability, waste management, recycling, and protection of intellectual property). Contractor shall strictly comply with the provisions of the ENTEK Supplier Code of Conduct (available at https://entek.com/Supplier-Code-of-Conduct) in the version applicable at the time of the effectiveness of the Agreement.

18. SERVICES: Contractor personnel performing services are Contractor's employees or contractors for all purposes, and Contractor is responsible for all compensation, benefits and employment-related insurance and taxes.

19. RELATIONSHIP OF PARTIES: Contractor and ENTEK are independent contracting parties and nothing in the Agreement shall make either party the agent or legal representative of the other for any purpose

whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

20. THIRD PARTY BENEFICIARIES: Contractor recognizes that ENTEK may be buying the Goods from the Contractor for resale to ENTEK's vendee(s) or customer(s) (either as a component of ENTEK's equipment or as a separate item). Contractor and ENTEK intend that ENTEK's vendee or customer will be an intended third-party beneficiary of the Agreement. Thus, such vendee or customer may enforce ENTEK's rights under the Agreement, including but not limited to all warranties, but will not have any obligations under the Agreement.

21. TERMINATION: ENTEK may terminate this Contract at any time, for no reason or for any reason, upon notice to Contractor. Upon receipt of notice of such termination, Contractor shall inform ENTEK of the extent to which it has completed performance as of the date of the notice, and Contractor will cease any outstanding Services and collect and deliver to ENTEK whatever Goods then exists, if applicable. ENTEK will pay Contractor for all Services acceptably performed and Goods delivered to ENTEK through the date of notice of termination, provided that ENTEK will not be obligated to pay any more than the payment that would have become due had Contractor fully performed the Agreement. ENTEK will have no further payment obligation in connection with any termination.

22. FORCE MAJEURE: Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, local epidemics, pandemics, riots, acts of war, governmental regulations, communication or utility failures, or casualties and if applicable, local, national or international travel restrictions or disruptive required quarantines that last three (3) or more days ("**Force Majeure**"). In the event of a Force Majeure impact on the performance of either party, then the parties are immediately relieved of obligation to perform.

23. GOVERNING LAW: The Agreement is to be construed according to the laws of the State of Indiana, without giving effect to its conflict of law provisions. The parties hereby agree that all actions or proceedings initiated by either party arising directly or indirectly out of this Agreement shall be litigated in the state and federal courts located in Indianapolis, Indiana. ENTEK and Contractor expressly disclaim the United Nations Convention on Contracts for the International Sale of Goods.

24. NOTICES: Any notice or other communication required or permitted to be delivered under this Contract shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by fax or e-mail if sent during normal business hours of the recipient, if not, then on the next business day; (c) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, to the physical address, e-mail address, or fax number of each party set forth in the Order (or to such other physical address, e-mail address, or fax number as such party may designate by five (5) business days advance written notice to the other party hereto).

25. SEVERABILITY: If any term of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement shall remain in full force and effect.

26. ENTIRE AGREEMENT: The Agreement, together with the attachments, exhibits, or supplements, specifically referenced in the Agreement, constitutes the entire agreement between Contractor and ENTEK with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. The Agreement may only be modified by prior written agreement by Contractor and ENTEK.

EXHIBIT C

(PROJECT LABOR AGREEMENT)

[See attached]

EXHIBIT D

(PWA REQUIREMENTS)

Company and Contractor acknowledge that this Exhibit D stipulates those obligations of Contractor regarding the prevailing wage and apprenticeship requirements provided under Section 48C of the Internal Revenue Code, Treas. Reg. § 1.48C-3 and any subsequent regulations or guidance issued by the U.S. Department of Treasury ("**Treasury**") or Internal Revenue Service ("**IRS**") (collectively, the obligations referred to as the "**Prevailing Wage and Apprenticeship Requirements**" or "**PWA Requirements**").

1. Prevailing Wage Requirement

1.1. All laborers and mechanics employed (for all purposes of this Exhibit D, independent contractors are considered employees) by Contractor and each of its subcontractors to perform construction, alteration and repair activities at the Site and at any other site that is specifically established or exclusively dedicated to the construction, alteration or repair of the Project within the scope of the Work of the Contract must be paid wages at rates no less than the prevailing wage rate (the "**Prevailing Wage Rate**") for the construction, alteration or repair (collectively, the obligation referred to as the "**Prevailing Wage Requirement**").

1.1.1. The Prevailing Wage Rate means a rate that is not less than the prevailing rates for each particular classification of laborer or mechanic needed for the construction, alteration or repair of a similar character in the geographic area of the work as determined by the U.S. Department of Labor, in accordance with 40 U.S.C. chapter 31, subchapter 4, that is in effect for the specified type of construction in the geographic area at the time this Exhibit D for the construction, alteration, or repair of the Project is executed by the Company (or the Company's designee, assignee, or agent) and Contractor. Prevailing wage rates are published on a federal government website, currently https://www.sam.gov.

1.1.2. To the extent that the Prevailing Wage Rate for a particular classification of laborer or mechanic does not exist, Contractor shall, or shall require each subcontractor to either (a) seek a supplemental wage rate ("**Supplemental Wage Rate**") or (b) an additional classification and wage rate ("**Conformance**"). The Supplemental Wage Rate or Conformance shall be requested from the U.S. Secretary of Labor pursuant to the procedures established in Treas. Reg. § 1.45-7(b)(3) and any subsequent guidance. Such request must be made as soon as practicable after reasonably determining that the request is necessary.

1.1.3. Once the U.S. Department of Labor issues a Supplemental Wage Determination or Conformance, it will be deemed incorporated into this Agreement effective as of the date of such issuance. However, the Supplemental Wage Determination's or Conformance's prevailing rates (collectively, "**Supplemental Wage Rates**") apply retroactively to the date construction started. If any laborer or mechanic was paid less than the Supplemental Wage Rate, then Contractor or subcontractor (as the case may be) must pay the difference to such laborer or mechanic within 30 days.

1.1.4. In the event of a change in scope of the Contract ("**IRA Scope Change**") Contractor shall and shall require each subcontractor to review and redetermine the Prevailing Wage Rate (and if necessary, request a Supplemental Wage Determination or Conformance) to comply with the Prevailing Wage Requirement.

1.1.4.1. An IRA Scope Change occurs if the scope of Work is changed to include additional substantial construction, alteration, or repair work not within the then-current scope of Work as defined by the Contract, or to require Work to be performed for an additional time

period not originally obligated, including where an option to extend a term of the Contract for the construction, alteration or repair is exercised.

1.2. Contractor shall document, prepare and provide to the Company, or to the Company's designated third-party recordkeeper ("**Recordkeeper**") on a monthly basis, reports setting forth, with respect to each laborer or mechanic, performing construction, alteration or repair activities with respect to the Work at the Site and at any other site that is specifically established or exclusively dedicated to construction, alteration or repair activities within the scope of the Work, employed by Contractor and each subcontractor: (1) the Prevailing Wage Rate or Supplemental Wage Rate (including publication on www.sam.gov and email communications with the U.S. Secretary of Labor with information regarding the Supplemental Wage Determination); (2) the names, last four digits of social security numbers, addresses, telephone numbers, and emails of laborers/mechanics who performed the construction, alteration and repair activities with respect to the Work; (3) the particular classifications of work that the laborers/mechanics performed; (4) the hours worked in each particular classification and the hourly wage rates paid for the particular classification per pay period (including rates of contributions or costs for bona fide fringe benefits or cash equivalents thereof); and (5) records supporting the underlying fringe costs, to the extent those costs are required to show satisfaction of the Prevailing Wage Rate (or Supplemental Wage Rate, as applicable). Contractor may satisfy elements of this Section 1.2 with Form WH-347 accompanied by paystubs and evidence of fringe benefit contributions upon the Company's or Recordkeeper's request.

1.3. In addition, with each document submission referenced in Section 1.2, and promptly upon the Company's or Recordkeeper's request from time to time, Contractor shall certify in writing that Contractor has compensated, and has caused its subcontractors to compensate, all laborers and mechanics the Prevailing Wage Rate (or as applicable, the Supplemental Wage Rate), and, if applicable, provide evidence of any curative actions, including the calculation of correction payment amounts (including amount and date paid) described in Section 1.4.

1.4. If Contractor or subcontractor determines, or if the Company or Recordkeeper determines in its reasonable discretion that any of the reports or documentation provided pursuant to Sections 1.2 or 1.3 demonstrates that a failure to comply with the Prevailing Wage Requirement has occurred, then Contractor shall take curative actions within thirty (30) days of discovering such failure or receiving notification of such failure from the Company or Recordkeeper; provided, however, for any Company identified errors, the Company must provide Contractor the basis for its determination of any failures and necessary supporting documentation for its determination. In the event of a failure to comply with the Prevailing Wage Requirement, Contractor shall (1) ensure that the curative actions required under Sections 1.4.1 and 1.4.2 are taken and (2) maintain records of proof of any such curative actions.

1.4.1. In the event of non-compliance with the Prevailing Wage Requirement, any laborers or mechanics who were not paid at the Prevailing Wage Rate (or as applicable, the Supplemental Wage Rate) must be paid a corrective payment ("**Corrective Payment**") to the laborer or mechanic in the sum of:

1.4.1.1. The difference between actual wages paid to the laborer or mechanic and the Prevailing Wage Rate (or Supplemental Wage Rate); and

1.4.1.2. Interest on the difference calculated in Section 1.4.1.1 equal to 6% plus the federal short-term interest rate. Contractor shall comply with all applicable tax withholding and reporting obligations in connection with the Corrective Payments.

1.4.2. In the event of non-compliance with the Prevailing Wage Requirement, a $5,000 penalty payment must be made by the Contractor to the Company for remittance to the Treasury for each laborer or mechanic not paid the Prevailing Wage Rate.

1.4.3. In the event that the IRS determines the non-compliance with the Prevailing Wage Requirement was knowing or willful, the corrective payment amount identified in Section 1.4.1.1 is multiplied by three and the penalty amount in Section 1.4.2 is increased to $10,000.

1.4.4. In the event the Company remits any such penalty payment under Sections 1.4.2 and 1.4.3, to the Treasury, Contractor shall reimburse the Company for such payment; provided, however, the Company shall provide Contractor (1) documentation provided by the Treasury stipulating the penalty amount, and (2) documentation substantiating the Company's payment to the Treasury.

1.5. Contractor shall, and shall cause each subcontractor to maintain the following information for each laborer, mechanic performing construction, alteration and repair activities with respect to the Work at the Site and at any other site that is specifically established or exclusively dedicated to construction, alteration or repair activities within the scope of the Work, for at least seven (7) years following the date the Project is placed in service for U.S. federal income tax purposes or, if longer, seven (7) years after the relevant Section 48C recapture period: (1) name, social security, or tax identification number, address, telephone number, and email address; (2) the particular classification(s) the Contractor or subcontractor(s) applied for determining the Prevailing Wage Rate (or as applicable, the Supplemental Wage Rate) and documentation supporting such determination; (3) the hourly rate(s) of wages paid (including rates of contributions or costs for bona fide fringe benefits or cash equivalents thereof); (4) records to support any contribution irrevocably made on behalf of a laborer or mechanic to a trustee or other third person pursuant to a bona fide fringe benefit program, and the rate of costs that were reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a plan or program described in 40 U.S.C. § 3141(2)(B), including records demonstrating that the enforceable commitment was provided in writing to the laborers and mechanics affected; (5) the total number of labor hours worked per pay period for each particular classification; (6) the total wages paid for each pay period (including identifying any deductions from wages); (7) if applicable, records to support wages paid to any apprentices at less than the Prevailing Wage Rate, including records reflecting the registration of the apprentices with a registered apprenticeship program and the applicable wage rates and apprentice to journeyworker ratios prescribed by the apprenticeship program; (8) if applicable, the amount and timing of any Corrective Payments and documentation reflecting the calculation of the Corrective Payments; and (9) the amount and timing of any penalty and documentation reflecting the calculation of the penalty payments; (10) records to document any failures to pay prevailing wages and the actions taken to prevent, mitigate, or remedy the failure (for example, records demonstrating that Contractor or any subcontractor regularly reviewed payroll practices, included requirements to pay prevailing wages in its contracts, and posted prevailing wage rates in a prominent place on the job site); and (11) records related to any complaints received by Contractor or any subcontractor that it was paying wages less than the Prevailing Wage Rate for work performed by laborers and mechanics with respect to the Project(s).

2. Apprenticeship Requirements

2.1. During construction, alteration or repair prior to the Project's placed in service date, Contractor shall ensure that: (1) not less than 15% of labor hours ("**Labor Hours**") of construction with respect to such work are performed by qualified apprentices ("**Qualified Apprentices**") ("**Labor Hours Requirement**"); (2) Contractor and each subcontractor employing (for all purposes of this Exhibit D, independent contractors are considered employees) at least four individuals to perform any construction with respect to the such work must use at least one Qualified Apprentice ("**Participation Requirement**"); and (3) the applicable apprentice-to-journeyworker ratios required under the applicable registered apprenticeship program must be satisfied on a daily basis ("**Ratio Requirement**") (collectively, the obligations referred to as the "**Apprenticeship Requirements**"); provided, however, if the above requirements cannot be reasonably met, Contractor shall ensure that it has satisfied the "**Good Faith Efforts Exception**" (as defined below).

2.1.1. Labor Hours includes, as described in Section 45(b)(8)(i) of the Internal Revenue Code, Treas. Reg. § 1.45-7(g)(7), and any subsequent regulations or guidance issued by the U.S. Department of Treasury or IRS all hours worked by Contractor and subcontractors for the performance of such in connection with each of the construction performed under the Agreement as part of such work. Labor Hours does not include hours worked by foremen, superintendents, owners, or persons employed in bona fide executive, administrative, or professional capacities; provided, however, the hours for any foreman performing labor (known as a "working foreman") shall be considered as Labor Hours.

2.1.2. Qualified Apprentices means an apprentice that participates in a registered apprenticeship program, which is an apprenticeship program under the U.S. Department of Labor's Office of Apprenticeship or the applicable state apprenticeship agency.

2.2. Contractor shall document, prepare and provide to the Company or Recordkeeper, on a monthly basis reports setting forth, with respect to Contractor and each subcontractor: the names of individuals hired and the classification of work they performed (or are performing) for the Project (including a breakdown between Qualified Apprentices and non-Qualified Apprentices), a breakdown of the Labor Hours performed by Qualified Apprentices and non-Qualified Apprentices, documentation establishing daily compliance with the Ratio Requirement (otherwise, Contractor shall provide necessary documentation as set forth herein to demonstrate satisfaction with the Good Faith Efforts Exception), and any records regarding complaints received by the Company, Contractor or any subcontractor for failure to satisfy the Apprenticeship Requirements.

2.3. In addition with each document submission referenced in Section 2.2, and promptly upon the Company's or Recordkeeper's request from time to time, Contractor shall certify in writing that Contractor has, and has caused its subcontractors have, complied with the Apprenticeship Requirements or, if necessary, Contractor shall state the reasons for its non-compliance and the efforts Contractor or its subcontractors have made to satisfy the Good Faith Efforts Exception.

2.4. If Contractor or subcontractor determines, or if the Company or Recordkeeper determines in its reasonable discretion that any of the reports or documentation provided pursuant to Section 2.3 or 2.4 demonstrate a failure to comply with the Apprenticeship Requirements has occurred or, in the event the Apprenticeship Requirement are not met, a failure to comply with the Good Faith Efforts Exception, then Contractor shall take curative actions within thirty (30) days of discovering such failure or receiving notification of such failure from the Company or Recordkeeper; provided, however, for any Company identified failures, the Company must provide Contractor the basis for its determination of any failure and necessary supporting documentation for its determination. In the event of a failure to comply with the Apprenticeship Requirements and failure to comply with the Good Faith Efforts Exception, Contractor shall (1) ensure that the curative actions required under Section 2.4.1 are taken and (2) maintain records of proof of any such curative actions.

2.4.1. A penalty payment of $50 per labor hour short of the Labor Hour Requirement (i.e., 15% of all Labor Hours must be performed by Qualified Apprentices) and the Participation Requirement must be made by the Contractor to the Company for remittance to the Treasury.

2.4.1.1.1. For failures to meet the Labor Hours Requirement, the penalty payment is calculated as the difference between the total Labor Hours that would be required to meet the 15% Labor Hours requirement and the total Labor Hours actually worked by all Qualified Apprentices consistent with the Ratio Requirement and the hours qualifying for the Good Faith Effort Exception.

2.4.1.1.2. For failures to meet the Participation Requirement, the penalty payment is calculated as the total Labor Hours of construction, worked by all individuals

employed by Contractor or subcontractors who failed to meet the Participation Requirement divided by the number of laborer and mechanics employed by the Contractor, or subcontractor who performed construction activities on the Project.

2.4.1.2. In the event that the IRS determines that the failure to meet the Apprenticeship Requirements was knowing or willful, the penalty amount in Section 2.4.1 is increased to $500.

2.4.1.3. In the event the Company remits any such penalty payment to the Treasury under Sections 2.4.1 and 2.4.1.2, Contractor shall reimburse the Company for such payment; provided, however, the Company shall provide Contractor (1) documentation provided by Treasury (as the case may be) stipulating the penalty amount, and (2) documentation substantiating the Company's payment to Treasury.

2.5. Contractor shall, and shall cause each subcontractor to, maintain the following records for the retention period specified in Section 1.5: (1) any written requests for the employment of apprentices from registered apprenticeship programs, including any contacts with (or documentation of any lack of reply from) with the U.S. Secretary of Labor or a state apprenticeship agency regarding requests for apprentices from registered apprenticeship programs; (2) any agreements entered into with registered apprenticeship programs with respect to the construction, alteration, or repair of the Project; (3) the total number of labor hours worked by apprentices; and (4) records reflecting the daily ratio of apprentices to journeyworkers; (5) records establishing that requests for qualified apprentices were made to the U.S. Department of Labor's Office of Apprenticeship or applicable state apprenticeship agency every 365 days (or 366 days, as applicable) and establishing either the denial or non-response after five (5) business days of such request.

2.6. Good Faith Efforts Exception means the Contractor and each subcontractor have made a request for Qualified Apprentices from a registered apprenticeship program and received a denial (other than through the action or inaction of Contractor or its subcontractors) or such registered apprenticeship program has not responded to such request within five (5) business days after the date on which the request was made by Contractor or each subcontractor. Contractor and each subcontractor (or Contractor on behalf of any or all subcontractors) shall make new requests for Qualified Apprentices every 365 days (366 days in the case of a leap year) and maintain contemporaneous written or recorded records of such efforts. Requests made by electronic mail (*i.e.,* email) and electronic mail correspondence shall satisfy the recordkeeping requirements in this Section 2.6 and the other recordkeeping requirements pertaining to the Good Faith Efforts Exception.

2.6.1. A request for Qualified Apprentices means one that must be made to a registered apprenticeship program which has a geographic area of operation that includes the location of the Project, or to a registered apprenticeship program that can reasonably be expected to provide apprentices to the location of the Project; trains apprentices in the occupation(s) needed to perform construction, alteration, or repair with respect to the Project; and has a usual and customary business practice of entering into agreements with employers for the placement of apprentices in the occupation for which they are training, pursuant to its standards and requirements. A request for Qualified Apprentices must comply with Exhibit E, Template Request for Qualified Apprentices.

2.6.2. The initial request for a registered apprenticeship program for Qualified Apprentices must be made no later than 45 days before the qualified apprentices are requested to start work. Any subsequent requests for Qualified Apprentices made to the same registered apprenticeship program after the initial request must be made no later than 14 days before the qualified apprentices are requested to start work.

2.6.2.1. Acknowledgement in writing, by the registered apprenticeship program of receipt of a request submitted in accordance with Section 2.6 is considered received by the program.

2.6.2.2. If an apprenticeship program partially denies a request, the Good Faith Efforts Exception has been met for 365 days (or 366 days, as applicable) only with respect to the apprentice(s) that were denied – available apprentices must be accepted even if it does not fulfill the entire request of the Contractor or subcontractor.

2.6.2.3. If there is no registered apprenticeship program that has a geographic area of operation that includes the location of the Project; trains Qualified Apprentices in the occupation(s) needed to perform construction with respect to the Project; and has a usual and customary business practice of entering into agreements with employers for the placement of Qualified Apprentices in the occupation for which they are training, consistent with the standards and requirements set forth in 29 CFR parts 29 and 30, and any subsequent guidance issued by the Department of Labor, the Good Faith Efforts Exception will be deemed to have been met with respect to the qualified apprentices that the Company, Contractor, or subcontractor would have requested. The same 365-day time period applies.

2.7. If Contractor, or any of its subcontractors, is relying on the Good Faith Efforts Exception, Contractor, and its subcontractors, shall provide records establishing that requests for Qualified Apprentices were made to an applicable registered apprenticeship program and establishing either the denial or non-response after five (5) business days of such request.

3. Cooperation; Certificates; Audits

3.1. Contractor shall reasonably cooperate with the Company with respect to the PWA Requirements, including responding to reasonable requests related to the Company's tax filings or financing and to inquiries regarding PWA compliance from the IRS, Treasury, or any other governmental agency.

3.2. Upon the Company's reasonable request, including at milestones reasonably identified by the Company, Contractor shall deliver a prevailing wage and apprenticeship compliance certificate in a form reasonably acceptable to the Company, and shall cause each subcontractor to do the same.

3.3. Contractor shall cooperate with the Company's designated Recordkeeper or third-party auditor, including by providing access to the records described in Sections 1.2, 1.5, 2.2, and 2.5, and shall cause each subcontractor to cooperate on like terms.

4. Indemnification; Reimbursement; Step-In; Costs

4.1. In addition to the reimbursement obligations in Sections 1.4.4 and 2.4.1.3, Contractor shall indemnify, defend, and hold harmless the Company from and against (i) all Corrective Payments, penalties, and interest owed under this Exhibit, and (ii) all reasonable costs and expenses incurred by the Company in remitting or administering any such amounts, including amounts remitted to Treasury.

4.2. If, after a final determination by the IRS with respect to any failure to satisfy the PWA Requirements, the Company owes any amounts described herein, Contractor shall increase the amount of the indemnity under Section 4.1 by fifty percent (50%).

4.3. If Contractor fails to timely make any Corrective Payment or penalty required by this Amendment, the Company may, but is not obligated to, remit such amounts to Treasury or pay such Corrective Payments, and Contractor shall promptly reimburse the Company for all such amounts together with the Company's reasonable costs of remittance.

4.4. Contractor shall comply with all applicable tax withholding and reporting obligations with respect to any Corrective Payments made to laborers or mechanics.

5. Flow-Down; Subcontracting

5.1. Contractor shall include, and shall cause each subcontractor to include, in every lower-tier subcontract entered into in connection with the Work provisions that require compliance with this Amendment, including the reporting, cooperation, certificate, audit, and recordkeeping obligations, and shall be responsible for any failure of a subcontractor to comply.

6. Survival

6.1. Contractor's obligations under Sections 1.5, 2.5, 3, 4, and 5 shall survive the completion of the Work and termination or expiration of the Agreement for the applicable retention periods described herein.

EXHIBIT D-1

(LETTER OF ASSENT)

This is to certify that the undersigned Employer has received and reviewed a copy of the Community Workforce Agreement (the "**PLA**") for the ENTEK Project in Terre Haute, Indiana (the "**Project**"), dated as of July 10, 2024, by and among ENTEK Lithium Separators LLC, a Delaware limited liability company, the Central Wabash Valley Building and Construction Trades Council, the Central Midwest Carpenters Union, and the building and construction trades local unions listed on the signature page thereto.

The undersigned Employer hereby agrees to comply with all of the terms and conditions of the PLA as it relates to such Employer's portion of the work with respect to the Project (as is defined therein). It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Employer as though the Employer had signed the PLA and that from upon the date of execution of this Letter of Assent by the Employer, the Employer will be deemed to be a signatory and party to the Agreement.

This Letter of Assent shall become effective and binding upon the undersigned Employer as of the date first written above and shall remain in full force and effect until the termination of the aforementioned Agreement in accordance with Article 18 thereof.

_____

Name of Employer

By: _____

Signature

_____

Printed Name and Title

_____

Employer Federal Tax Identification Number

Address: _____

_____

_____

_____

EXHIBIT E

(APPRENTICESHIP REQUEST FORM)

APPRENTICESHIP REQUEST

SENT VIA [MAIL/FAX/EMAIL] Date :_____

[ADDRESS]
[ADDRESS]
[CITY, STATE, ZIP]
Attn: [_____]
Re: Apprenticeship Request

REQUESTOR INFORMATION	
Name	
Title	
Company	
Address	
Phone	
Email	

REQUEST DESCRIPTION	
Date(s) of Employment	
Occupation(s) of Apprentices	
Number of Apprentices	
Location of Work to be Performed	
Estimated Number of Labor Hours	

TERMS

[Contractor/Subcontractor] requests apprentices in the occupation(s) for which they are being trained. The requestor believes that this request satisfies the requirements and standards of the apprenticeship program receiving this request; if further information is needed please contact requestor. This request is made with an intent to employ apprentices in the occupation for which they are being trained and in accordance with the requirements and standards of the apprenticeship program receiving this request and to employ apprentices consistent with the expected number of hours and dates of employment specified in this request.

Furthermore, the requestor believes the apprenticeship program receiving this request (1) has a geographic area of operation that includes the location of the subject project, or that can reasonably be expected to provide apprentices to the location of the subject project; (2) trains apprentices in the occupation(s) needed to perform construction, alteration, or repair with respect to the subject project; and (3) has a usual and customary business practice of entering into agreements with employers for the placement of apprentices in the occupation for which they are training, consistent with the standards and requirements set forth in 29 CFR parts 29 and 30, and any subsequent guidance issued by the Department of Labor.

Please respond to this request timely. Failure to respond to this request within five (5) business days after the date on which it was received will be deemed a denial.

EXHIBIT F

(SCOPE)

[See attached]

EXHIBIT G

(MINIMUM INSURANCE REQUIREMENTS)

Deductibles/self-insured retentions must be stated on the certificate of insurance.

A. Commercial General Insurance

Bodily Injury and Property Damage combined:
$1,000,000 General Annual Aggregate Per Project
$1,000,000 Products and Completed Operations Annual Aggregate
$1,000,000 Each Occurrence

B. Automobile Liability Insurance

Bodily Injury and Property Damage combined:
$1,000,000 Single Limit Each Occurrence

C. Umbrella (Excess) Liability Insurance

Bodily Injury and Property Damage combined:
$1,000,000 Per Occurrence/General Annual Aggregate

D. Professional Liability – if applicable (All Design-Build, Engineering and/or any Professional Services Rendered)

$2,000,000 Each Claim/Aggregate

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Contractor. Such insurance shall be maintained continuously in effect by Contractor for a period of not less than ten years following substantial completion of the Project. This requirement contemplates the maintenance of a Professional Liability policy by Contractor, not merely the purchase of an extended reporting period endorsement.

E. Contractor's Pollution Liability - if applicable (All grading, earthwork, site utilities, subsurface or related work)

$1,000,000 Each Claim/Aggregate

F. Riggers Liability - required if subcontractor's work involves the moving, lifting, lowering, rigging or hoisting of property or equipment.

$1,000,000

Claims under the Company's Builders' Risk Insurance policy shall be subject to a project-specific deductible amount per occurrence. If a claim results from force majeure, the Contractor, or subcontractor of any tier, that has not attempted to mitigate potential damage may be responsible for the deductible (regardless of who provides the builders' risk policy). The Company shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools or personal effects, owned or rented to or in the care, custody and control of Contractor or subcontractors of any tier. In the event of loss or damage not covered by the Company's Builder's Risk policy, the cost of the repair and/or replacement of such loss or damage will be borne by the Contractor or subcontractor of any tier.

The following must appear on the certificate of insurance before work can begin or any payments can be released:

Certificate Holders: ENTEK Manufacturing LLC
250 Hansard Avenue, Lebanon, OR 97071

ENTEK Lithium Separators LLC
250 Hansard Avenue, Lebanon, OR 97071

Wording: ENTEK Manufacturing LLC and ENTEK Lithium Separators, and their respective directors, subsidiaries, officers, employees, project manager and board members are additional insured on a primary and non-contributory basis, as respects the general liability (ongoing and completed operations) automobile liability, excess liability, and pollution (when applicable) policies when required by written agreement. Waiver of subrogation endorsements apply when required by written agreement and where permissible by law

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