



CLIENT APPLICATION AND PRODUCTS ORDERING TERMS & PROCEDURES

INSTRUCTION: Please copy/paste verbatim on Company letterhead or official Government, University or Professional qualifying stationery. Modifications to procedures may be added under the comments/addendum section, paragraph 23+ only, for counter- acceptance consideration. Modifications to this “draft-text” narrative as written will not be accepted except by qualifying addendum.

The below stated “Vendors” reserve the right to refuse sale or delivery of products or services to anyone or ship to unqualified addresses at our sole discretion pursuant to industrial espionage protections and global anti-terrorism acts or other safeguarding reasons. This form letter is intended to protect the intellectual property rights of both Javi Nanotechnology Corp. manufactured products of interest to be supplied and its Clients’ technologies when working with purchased materials.

COPY BELOW on Client letterhead (“Live-Text” format: insert data & clear highlighting)

Date: **insert**

Attn: Mr. Artur Simoes, CEO

JAVINANO TECHNOLOGY

421 Eight Avenue, #7835, New
York City, NY 10116 USA

Via email: sales@javinano.com

And USPS regular mail or express courier

Re: JaviNano Technology Catalyst Products
Precious Metals (type) Ordering Procedures

LETTER OF INTEREST

To: JaviNano Technology Corporation (“Vendor” Supply Manufacturer), a Florida, USA corporation
Aegis NYC Security Corporation (“Vendor” Distributor) a New York, USA corporation,

I/We, the undersigned prospective “Client”, do hereby issue this letter of interest to purchase Javi Nanotechnology “Vendor” products with full corporate, official (if Government, Military or Institutional or non-profit or non-governmental organization) or personal responsibility (if unincorporated) subject to the following terms and ordering procedures: This is not a binding purchase order.

1. This letter of interest is issued with our purchase order number: **insert** open for amendment for the examination and purchase intent of Javi Nanotechnology manufactured products to be supplied in sample form or on “Spot” or “Contract” delivery, precious metals type ordering basis. “Spot” basis shall mean single order quantity. “Contract” basis shall mean regular interval deliveries or recurring order quantities.



2. The purchase order number is to be authorized based on the selection of one or more nanomaterial "Sample" materials supplied by the Vendor, for the purpose of laboratory testing, technical analysis, and validation of conformity to advertised specifications. Each sample is offered as a single-use laboratory-grade unit and is priced individually as follows:

- **Nano Aluminum Flake** – Sample Price: \$1,000.00 USD
- **Nano Calcium Flake** – Sample Price: \$630.00 USD
- **Nano Copper Flake** – Sample Price: \$3,450.00 USD
- **Nano Gold Flake** – Sample Price: \$153,870.00 USD
- **Nano Graphene Flake** – Sample Price: \$4,520.00 USD
- **Nano Lithium Flake** – Sample Price: \$3,580.00 USD
- **Nano Silver Flake** – Sample Price: \$33,750.00 USD

The total amount of the purchase order shall reflect the specific item(s) selected and is open to increase at the discretion of the Buyer for the purpose of placing the first order, subject to satisfactory testing and analysis of the Vendor-supplied materials. This purchase does not constitute a production or resale agreement but reflects the Buyer's intent to initiate technical qualification of said material(s) as a prerequisite to potential future procurement.

3. Testing shall follow the SEM / TEM / ICP-MS method protocols outlined in Paragraph 16, below
4. Testing shall be performed at our sole cost and expense at our facility, or an accredited facility chosen by us, but both are subject to the non-disclosure terms of proprietary material and agreement not to reverse engineer Vendor's Sample or production products as outlined in Paragraph 12, below.
5. In the event that the selected Sample material(s) are found to be of satisfactory quality—whether in alignment with the technical specifications described in **Exhibit B** or otherwise deemed acceptable following internal analysis—such Samples shall be authorized for invoicing under the open purchase order number, based on the corresponding sample price(s) as listed in Clause 2. The total value of the approved Sample(s) will be **credited in full** against the Buyer's first commercial order, if placed, as a one-time adjustment applied to the initial invoice.
6. In the event that we find the Sample materials to be of lesser quality than that represented in attached Exhibit B, Vendor will not charge the open purchase order in any amount unless we find the material suitable for applications of our choosing and wish to proceed with purchasing same.
7. In the event that we find the Sample materials to be of lesser quality than that represented in attached Exhibit B, or otherwise unacceptable to us, we will notify Vendor of our findings and provide our written analysis report together with any other objections in writing within Seven (7) days of Laboratory analysis date pursuant to testing procedures outlined in Paragraph 16, below, for Vendor review within Thirty (30) days thereafter and possible rebuttal to Client findings.



8. The Sample pricing stipulated in Clause 2 applies exclusively to the specific nanomaterials listed therein and reflects individual costs for standard 4g laboratory-grade samples. This pricing does not apply to alternative formats, specialty formulations, composite blends (e.g., copper-silver), or precious-metal-based catalyst materials, which may be subject to different pricing structures. Upon request for additional or alternate Sample materials, the Vendor reserves the right to revise the applicable Sample pricing for the purposes of testing and evaluation. All other terms of this Letter of Interest—excluding material type, grade, and related testing protocols—shall remain in effect and affirmed by the Buyer..
9. The subject product(s) of this inquiry may include one or more of the Vendor's nanomaterial offerings, each manufactured at 99.9998% purity in metallic flake format. Specific order and pricing details are as follows:
 - a. **Product:** [Specify selected material, e.g., *Nano Copper Flake*, *Nano Silver Flake*, etc.];
 - b. **Minimum Order Quantity:** **1,000 grams (1 kilogram)** per material for standard procurement;
 - c. **2024–2026 Spot Pricing:** Spot prices for qualifying buyers may apply as follows. For example, *Nano Copper Flake* is available at a net price of **Two Hundred Seventy-Five United States Dollars (\$275.00 USD)** per gram. Similar preferential pricing applies to other materials, valid through **July 31, 2026**. Volume discounts are available upon written quotation (see Paragraph 11).
 - d. **Contract Pricing:** Where recurring or high-volume supply is required, contract pricing may be quoted separately. As of 2025, production capacity at Plant 1 supports up to **1,200 kilograms monthly**, with projected exponential expansion through Plant 2 in 2026–2027 to meet increased contractual demand.
 - e. **Pricing Conditions:** All prices quoted are **net**, exclusive of any applicable taxes, duties, and secured domestic or international shipping charges, which will be added as applicable based on final delivery terms.
10. Quotations & Order Entry Information: (insert all applicable fields)

Company

Name: Division:

Address:

City, State, Zip Code:

Country:

State of

Incorporation:

Country Domicile:

Is Organization Tax Exempt?

Contact Name:

Title & Department:

Telephone:



Email:

Billing Party Name (if different):

Mailing Address:

City, State, Zip Code:

Country:

State of Incorporation:

Country Domicile:

EIN or Tax ID No:

Purchase Order No:

Authorized Amount:

Confirming Contact Name:

Title & Dept.

Telephone:

Email:

Shipping Destination (Company Name):

Physical Address:

City, State, Zip Code:

Country:

Contact Name:

Title:

Telephone:

Email:

U.S. Time Zone:

International use GMT:

Authorized Receiving Agent(s):

(List Names & Telephone Numbers)

Receiving Days/Hours:

After Hours Contact: (Name & Telephone Number)

Please specify other products/quantities of interest in order below (2, 3, etc.) and advise any alternate shipping locations or billing matters where applicable.

(Products are listed at: www.javinano.com)

11. JaviNano or Aegis Capital shall issue its firm pricing quotation in net amount for the specified products and quantities valid for Seven (7) business days on spot orders with estimate of secure transport charge to destination point(s) plus applicable taxes. Contract orders shall be fulfilled by mutual agreement to meet Client delivery requirements, including custom formulations manufactured to Client specifications.
12. Parties hereto this letter agree to non-disclosure terms of proprietary material supplied by either party, including product samples or order deliveries if or where so supplied.



- a. Client specifically agrees it will not reverse engineer any of the Javi Nanotechnology products purchased or supplied nor applicable manufacturing process technologies if or where disclosed in any form or manner or cause same through any third party.
 - b. Parties hereto this letter agree to hold all information exchanged in strict confidence, including Vendor technologies, product pricing and Client applications if or where disclosed.
 - c. In the event Client utilizes the services of any third party for testing analysis or private label manufacturing or material processing, including subsidiary organizations thereof third parties, Client will secure this non-disclosure paragraph from any such third party on their letterhead with corporate seal or personal notarized signature (if unincorporated) and furnish such attestation jointly addressed to JaviNano Technology Corp.; and Aegis NYC Security Corp. by single letter delivered to JaviNano at the above address and via email to sales@javinano.com prior to any third party testing or access to or use of JaviNano Technology products or materials supplied to Client.
 - d. Client hereby certifies that it has full control over its employees, independent contractors and vendors satisfactory to enforce the non-disclosure provisions of this paragraph 12 necessary to protect the intellectual properties of its own technologies and inventions and supporting vendor technologies of JaviNano Technology Corp. & Aegis NYC Security Corporation.
 - e. JaviNano Technology Corp. and Aegis NYC Security Corp., hereby certifies its full reciprocity of confidentiality and non-disclosure terms of this paragraph 12 in all its interactions with Client [only], but does not extend reciprocity to any third party except by separate agreement.
 - f. Client hereby certifies that, inclusive of Paragraphs 12., a-e, above, products supplied by Vendors are for its own use and consumption and is not a products reseller and will not sell, resell, repackage or rebrand any JaviNano Technology products of original material content as supplied under the JaviNano Technology brand or other herein named Vendors' sale goods or services in any form or manner unless otherwise authorized by JaviNano or Aegis Capital by separate agreement.
13. Upon acceptance of Vendor's firm price quotation (provided separately hereafter pursuant to Paragraph 11, above), Client confirms the purchase order amount and transfers funds to the receiving agent as invoiced.
 14. Products are shipped pursuant to strict security protocols established by Aegis NYC Security Corp., exclusive distributor for JaviNano Technology Corp. (both companies are under same ownership).
 15. Contract quantities shall be delivered pursuant to recurring order terms of agreement.



16. Samples in limited quantity will be charged at the rate quoted by Aegis Capital to the open purchase order in advance of shipping for analysis purposes by client where requested, unless otherwise waived by invoice pursuant to Paragraph 5 or obviated pursuant to Paragraphs 6 or 7 above.

- a. Samples are time sensitive materials provided for laboratory testing analysis only.
- b. Samples are valid for Seventy Two (72) hours testing period once material canister is opened or up to Ten (10) business days, date of Client receipt, before purchase order is automatically charged, time expired.
- c. Client laboratory analysis will follow SEM / TEM / ICP-MS vendor supplied method protocols for accurate testing per attached Exhibit A.

17. Upon satisfactory product performance evidenced by customer's analysis, the open purchase order will be charged the quoted amounts pursuant to Paragraph 11, above.

18. Technology Ownership Rights.

- a. Research and development discoveries or products borne of Client's invention or design, to include patent rights, using Vendor purchased materials are wholly owned by Client.
- b. Research and development discoveries or products borne of Vendors' invention or design, to include patent rights and trademarks under existing Nano or other technologies or resulting from formulating special compounds on behalf of, but independent of Client's inventions or designs above, are wholly owned by the respective Vendor.
- c. In the event JaviNano Technology manufactures catalyst products to Client's custom specifications, Client shall own the formulae and all rights pertinent thereto, except Javi manufacturing processes and core technologies, and JaviNano and Aegis Capital Corporations, shall not sell or disclose Client exclusive formula to other customers or any third party interests unless otherwise directed in writing by Client. Nothing contained herein shall provide any other type exclusivity.

19. Representations & Indemnity Provisions.

- a. Client agrees that receipt and use of Vendor supplied Nano catalyst materials in any form is done at its sole risk and responsibility regardless of Client applications or end product results.
- b. Client certifies that it has provision to safely handle Nanoparticle materials from point of delivery through any and all testing and processing stages and hereby holds Vendors forever harmless from any accidents or injuries or liability claims of any kind whatsoever resulting from mishandling or using Vendor supplied materials. A material "SAFETY DATA SHEET" marked Exhibit "C" is hereby supplied for handling copper nanoparticles as will WARNING labels be attached to every order delivered.



Other products ordered will be supplied with safety data sheets specific to that material type and incorporated into this Paragraph by reference to addendum of product exhibits.

- c. JaviNano Technology Corporation guarantees the manufacturing quality of all catalyst products delivered to Client to be as specified. JaviNano Copper Nanoparticles are manufactured following strict compliance standards, based on TSCA, Article 8 in line with the statutory and legal requirements of CDR (Chemical Data Reporting), in addition to aligning the ESG (Environmental, Social and Governance) practices. Applications and uses of Vendor products supplied are strictly at Client's sole decision. Vendors, collectively, make no recommendations of how to use or apply products of JaviNano design.
- d. Vendors, collectively, make no representations or warranties for fitness or purpose for any Client use or application of Vendor products supplied.
- e. In the event that Client's use or introduction of Vendor supplied materials into its end products or any application results in any loss of any kind whatsoever or becomes subject to legal action by Client's subsequent product purchasers or end users or any government or regulatory agency, Client hereby agrees to defend, indemnify, protect and hold Vendors and their respective owners, officers, employees, contractors, heirs, legatees and successors and assigns forever harmless from any resultant liability.

20. Governing Law; Venue. The validity, interpretation and performance of terms under this letter and other agreements entered into hereafter shall be governed by and construed in accordance with the laws of The State of Florida, USA without regard to the principles of conflicts of law.

21. The terms of this letter, including text additions below, if any, are binding upon and shall inure to the benefit of both Client's & Vendors' respective heirs, legatees, successors and assigns in perpetuity.



22. This letter contains the following Exhibits: (ref: electronic attachment nos. (3a, b, c, d,) respectively)

(3a.) Exhibit A. JaviNano Technology Testing Method Protocol: SEM TEM ICP-MS

(3b.) Exhibit B. Independent Analysis: Eurofins EAG Laboratories

(3c.) Exhibit C. Safety Data Sheet

Product References: www.javinano.com

23. Client comments or text additions: (insert here or add numbered paragraphs below or mark "none")

Signed: For and on behalf of:

COMPANY NAME

Affix corporate or official seal

By:

Title:

Date:

(Independent R&D Professionals: Affix notary seal with positive identification if unincorporated or delete line if not applicable)

Countersigned Acceptance:

JAVINANO TECHNOLOGY

Affix corporate or official seal

By: Artur Simoes, CEO

For: JaviNano Technology Corp

Date: