



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 authorized in the base amount of Three Thousand Seven Hundred Fifty United States Dollars (\$3,750.00 USD) open to increase amount for placing first order subject to our satisfactory testing and analysis of "Vendor" supplied, **copper nanoparticles** "Sample" materials.
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 we find the Sample materials to be of satisfactory quality as represented in attached Exhibit B or as otherwise acceptable to us, Samples are authorized to be charged to the open purchase order number in the amount of \$3,750.00 USD, but will be credited to our first order amount by 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 purchase order Sample pricing stipulated above is strictly for the copper nanoparticles materials and does not reflect Sample cost amounts for copper-silver blends, silver, gold or other precious metal based catalyst materials which would reflect pricing different from this letter. Upon our request for other Sample materials, Draftech may revise the above base item Sample cost for purposes of our testing and evaluation with all other paragraphs, except alternate material type or grade, quality and testing protocols which may differ, hereby affirmed in this, our stated letter of interest.
9. The subject product of this inquiry is:
 - a. Product 1: Copper (Cu) 99.9998% pure metallic copper nanoparticles. List Price: \$310/gram
 - b. Order Qty: **specify 100-900 grams (g) to 1-600 kilograms (kg) of first order requirement**



- c. 2024 Nanotechnology Expo Spot price: Two Hundred Seventy Five United States Dollars (\$275 USD) net per gram valid thru 9/30/2025 (volume discounts by quotation- see Paragraph 11 below)
- d. Contract pricing quoted separately (up to 1,200 Kgs. Monthly Plant 1. Production capacity 2025, expandable exponentially 2026-27 pending Plant 2. construction to meet contract order demands.)
- e. Pricing is net plus applicable taxes and secured national delivery or international shipping charges.

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 New York, 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. Aegis Security Testing Method Protocol: SEM TEM ICP-MS

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

(3c.) Exhibit C. Copper Safety Data Sheet

(3d.) Exhibit D. JaviNano Technology Institutional Presentation 2025 (company profile)

Product References: www.javinano.com AND <https://aegis.nyc/nanotechnology-products-distributor/>

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 and,

Aegis NYC Security Corp

Date: