

## Biochar Purchase Agreement

This Purchase Agreement (the "Agreement") is made as of 2024-09-18 (the "Effective Date"), by and between Bluski, Inc. dba BluSky Carbon, a Connecticut corporation ("BluSky"), and [Redacted] (the "Company"), an [Redacted].

[Redacted: Name of Company]

[Redacted: Jurisdiction]

WHEREAS, BluSky is a corporation engaged in the business of producing and selling biochar;

WHEREAS, Company desires to purchase biochar ("Products") from BluSky under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual obligations set forth in this agreement, the parties, intending to be legally bound hereby, agree to the following:

**1. TERM OF AGREEMENT.** This Agreement shall remain in full force and effect for an initial term of ten (10) years following the effective date. At the expiration of the initial term, the parties may renew this agreement for an additional term.

### **2. SCOPE OF AGREEMENT.**

BluSky agrees to sell and deliver Products to Company, and Company agrees to purchase and accept delivery of Products from BluSky, according to the terms and conditions specified in this Agreement and any schedules or exhibits appended to this Agreement.

**2.1 PRICE.** Company shall purchase the Product at the Price per ton set forth in Exhibit A.

**2.2 DELIVERY TERMS.** BluSky shall deliver Products to Company according to the delivery schedule and location outlined in Exhibit A. Risk of loss and title shall pass to Company upon delivery of the Products at the delivery location.

In order to facilitate BluSky's delivery of the Products, Company shall provide BluSky and BluSky's employees, contractors, and agents ("BluSky's Personnel") reasonable access to Company's personnel, sites and other information required for the delivery of the Products by BluSky. Company shall provide BluSky and BluSky's Personnel with any rules and regulations, including but not limited to safety regulations and security requirements. BluSky and BluSky's Personnel shall comply with any such rules and regulations as are made known to them.

**2.3 INSPECTION AND ACCEPTANCE.** Company shall inspect the Products upon delivery and notify BluSky of any non-conformity within five (5) days. If Company does not provide such notice within this period, the delivered Products shall be deemed accepted.

**2.4 WARRANTIES.** BluSky warrants that the Products sold under this Agreement shall conform to the specifications in Exhibit A and be free from material defects in workmanship and materials.

### **3. TERMINATION AND RENEGOTIATION.**

If either party fails to fulfill the terms of this Agreement, the other party must give written notice detailing the breach. If the defaulting party does not remedy the breach within ninety (90) days upon receipt of the aforementioned notice, the Agreement may be terminated, and thereafter neither party shall have any further obligation to the other.

In the event that funding for the United States Department of Agriculture ("USDA") is significantly reduced, relative to the funding provided to USDA in 2024, then either party shall have the right to cause, by delivery of written notice to such effect, the parties to engage in good faith negotiations to amend the Price and other material terms of this Agreement.

**4. INSURANCE.** Company and Blusky shall each maintain appropriate insurance coverage, with a minimum general coverage amount of \$2,000,000, for the benefit of the other, and shall provide a copy of the insurance certificate to the other party within 10 days of the date first written above. Each party waives any rights to recovery from the other for any injuries that it or its Personnel may sustain while performing services under this Agreement that are a result of the gross negligence or willful misconduct of such party its Personnel.

**5. MUTUAL INDEMNIFICATION.** Each party shall indemnify in respect of, and hold the other party and its officers, directors, employees and agents harmless against, any and all damages, claims, deficiencies, losses, including taxes, and all expenses (including interest, penalties, and attorneys' and accountants' fees and disbursements but reduced by any tax savings, benefits or offsets to which any party shall be entitled directly or indirectly by reason thereof) resulting from the other party's actions, or breach of warranties or representations under this Agreement.

**6. LIMITATION OF LIABILITY.** Neither party shall be liable (under any theory or circumstance) for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages. Each party's aggregate liability for any claim arising out of or related to this Agreement shall be limited to direct damages and, in an amount, not to exceed the amount that was paid or payable to the other party in the six-month period immediately preceding the claim.

**7. CONFIDENTIALITY.** During the term of this Agreement, both parties may have access to and become familiar with various sensitive information belonging to the other party consisting of, but not limited to, processes, price lists, cost information, discounts, customer lists, trade secrets, business plans, compilations of information, records, procedures, techniques, technical data, know-how, methods of operations and other confidential information (collectively, the "Confidential Information"), which are acquired, developed and used by the Company or BluSky. Both parties acknowledge and agree all Confidential Information is and shall remain the property of its respective owner. The parties further agree they shall not use in any way or

disclose any of the Confidential Information, directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of its performance under this Agreement or to the extent such Confidential Information is publicly known. The parties agree that any breach or threatened breach by the other party of any provision of this Section 9 will, because of the unique nature of BluSky's Products and the Confidential Information entrusted to Company, cause irreparable harm to BluSky and shall entitle BluSky, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach or threatened breach, without having to prove irreparable harm or to post any bond. BluSky understands and acknowledges that the Company does not wish for its name to be publicly disclosed in connection with this Agreement. Other than as specifically required by applicable laws, securities regulations or stock exchange rules (after making use of any ability to redact information under such laws, regulations or rules), or to a regulatory authority on a confidential, non-public basis, BluSky agrees to not to publicly disclose the Company's name in any press release or public filing relating to this Agreement.

**8. NON-SOLICITATION.** The parties agree not to, directly or through others, solicit or attempt to solicit any employee, consultant, or independent contractor of the other party to terminate their relationship with the other party in order to become an employee, consultant, client, or independent contractor to or for any other person or entity; provided that no party shall be restricted from (i) making any general solicitation for employment that is not specifically directed at any such employee, consultant, or independent contractor, or; (ii) hiring any such employee, consultant, or independent contractor who responds to any such general solicitation (including by a bona fide search firm).

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing via email addresses as follows:

IF for Company:

[Redacted]

[Redacted: Address]

IF for BluSky:

[Redacted]

[Redacted: Address]

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**10. ENTIRE AGREEMENT.** This Agreement and the agreements, instruments and documents contemplated by this Agreement represent the parties' entire agreement with respect to the subject matter of this Agreement and such other agreements, instruments and documents and supersede and replace any prior agreement or understanding with respect to that subject matter. This Agreement may not be amended or supplemented except pursuant to a written instrument signed by the party against whom such amendment or supplement is to be enforced. Nothing contained in this Agreement will be deemed to create any agency, joint venture, partnership or similar relationship between the parties to this Agreement. Nothing contained in this Agreement will be deemed to authorize either party to this Agreement to bind or obligate the other party.

**11. AMENDMENT.** This Agreement may only be modified or amended in a writing signed by both parties.

**12. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**13. SEVERABILITY.** If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

**14. WAIVER.** No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise or the exercise of any other right.

**15. FORCE MAJEURE.** Neither party to this Agreement shall be liable to the other for any delay or failure by such party to perform its obligations under this Agreement if such delay or failure arises from any cause or causes beyond the reasonable control of such party, including, without limitation, labor disputes, strikes, acts of God, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, blockades or regulations or orders of governmental authorities. If a party to this Agreement shall be delayed or prevented from performing such party's obligations pursuant to this Agreement due to any cause beyond such party's reasonable control, such delay shall be excused during the continuance of such delay and the period of performance shall be extended to the extent necessary to enable such party to perform its obligations after the cause of such delay has been removed.

**16. APPLICABLE LAW. THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT (EXCLUSIVE OF CONFLICTS OF LAW PRINCIPLES). COURTS WITHIN THE STATE OF CONNECTICUT WILL HAVE EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES HERETO, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY. THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HEREBY WAIVES, AND**

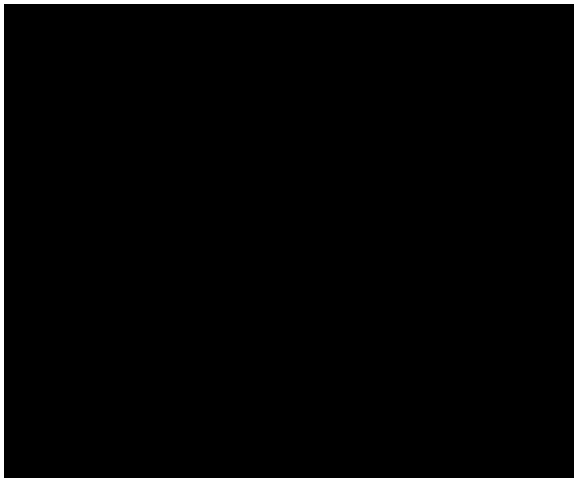
**AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (i) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (ii) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (iii) ANY LITIGATION COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM.**

**17. DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, including in connection with the interpretation or application of this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs in any arbitration, provided that, if the arbitrator finds that any party shall have acted unreasonably, then the arbitrator may, in its sole discretion, award costs against such party.

**18. REPRESENTATIVES OF AUTHORITY.** Each person signing this Agreement represents and warrants that he is authorized to execute and deliver this Agreement, that this Agreement is binding upon the party for whom he has signed and that the signature of no one else is required to bind that party. Each individual executing this Agreement on behalf of a corporation represents and warrants that he is duly authorized to execute and deliver the Agreement on behalf of such corporation.

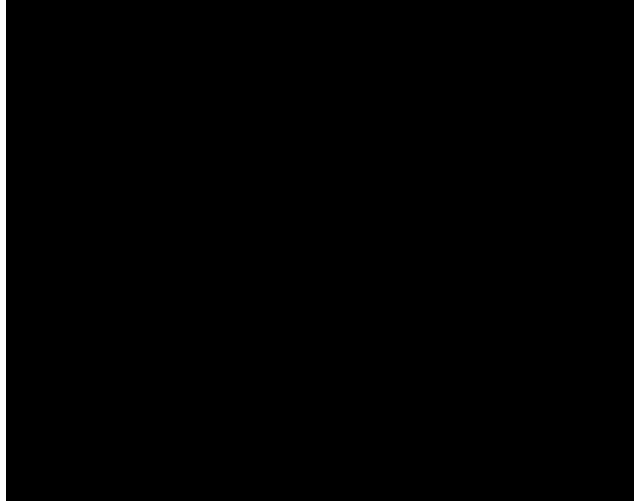
**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

*("Signed")*



[Redacted: Information related to signatory]

*("Signed")*



[Redacted: Information related to signatory]

# Exhibit A

## Price & Delivery Schedule

1. **Production & Purchase Schedule.** BluSky will produce, and the Company will purchase, Product as per the following schedule for the first 13 months. Starting in month 14, the monthly volume will be 3,334 units until the term of the Agreement ends.

| Month | Year | Tonnage |  | Month | Year | Tonnage |
|-------|------|---------|--|-------|------|---------|
| Oct   | 2024 | 0       |  | May   | 2025 | 2,508   |
| Nov   | 2024 | 537     |  | Jun   | 2025 | 2,508   |
| Dec   | 2024 | 1,075   |  | Jul   | 2025 | 2,508   |
| Jan   | 2025 | 1,254   |  | Aug   | 2025 | 2,508   |
| Feb   | 2025 | 1,254   |  | Sep   | 2025 | 2,508   |
| Mar   | 2025 | 1,254   |  | Oct   | 2025 | 2,508   |
| Apr   | 2025 | 1,791   |  |       |      |         |

2. **Specifications:**



3. **Price:** The price for the Product shall be fixed at two hundred and seventy five dollars (\$275) per ton ("**Price**"), as is, on FOB production site basis. Payment terms will be net 60. Delivery terms will be FOB production site.

("Signed")

("Signed")

