

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8022442

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LIFEPO4+C LICENSING AG	05/29/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CHANGZHOU LIYUAN NEW ENERGY TECHNOLOGY CO., LTD.
<b>Street Address:</b>	NO. 9 YIJING ROAD, YAOTANG TOWN
<b>Internal Address:</b>	JINTAN DISTRICT, JIANGSU PROVINCE
<b>City:</b>	CHANGZHOU CITY
<b>State/Country:</b>	CHINA
<b>Name:</b>	HON HAI PRECISION INDUSTRY LTD.
<b>Street Address:</b>	NO. 268-3, LUZHU RD.
<b>Internal Address:</b>	MIAOLI COUNTY
<b>City:</b>	TOUFEN CITY
<b>State/Country:</b>	TAIWAN
<b>Postal Code:</b>	351009
<b>Name:</b>	AMITA TECHNOLOGIES INC.
<b>Street Address:</b>	NO. 6, CHAZHUAN RD
<b>Internal Address:</b>	GUISHAN DIST.
<b>City:</b>	TAOYUAN CITY
<b>State/Country:</b>	TAIWAN
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<b>Name:</b>	TOYOTA TSUSHO MATERIAL INC
<b>Street Address:</b>	SYMPHONY TOYOTA BLDG 14F,4-11-27
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<b>City:</b>	NAGOYA
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<b>Postal Code:</b>	450-0002
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<b>Street Address:</b>	1, TOYOTA-CHO, TOYOTA
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<b>Name:</b>	SAMSUNG SDI CO., LTD. (SAMSUNG DISPLAY INTERFACE)
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<b>Internal Address:</b>	GYEONGGI-DO (GISEONG-DONG)
<b>City:</b>	YONGIN-SI
<b>State/Country:</b>	KOREA, REPUBLIC OF
<b>Name:</b>	SK ON CO. LTD.
<b>Street Address:</b>	51, JONGNO-GU
<b>Internal Address:</b>	JONGNO 2-GA, JONGNO TOWER BUILDING
<b>City:</b>	SEOUL
<b>State/Country:</b>	KOREA, REPUBLIC OF
<b>Name:</b>	HYUNDAI MOTOR COMPANY
<b>Street Address:</b>	12 HEONNEUNG-RO, SEOCHO-GU
<b>City:</b>	SEOUL
<b>State/Country:</b>	KOREA, REPUBLIC OF
<b>Postal Code:</b>	06797
<b>Name:</b>	LG ENERGY SOLUTION CO., LTD
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<b>City:</b>	DAEJEON
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<b>Postal Code:</b>	34122
<b>Name:</b>	TESLA, INC.
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<b>City:</b>	FREMONT
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94538
<b>Name:</b>	OUR NEXT ENERGY, INC.
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<b>Postal Code:</b>	48377
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<b>City:</b>	SANDNES
<b>State/Country:</b>	NORWAY
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<b>Name:</b>	RIVIAN AUTOMOTIVE, LLC
<b>Street Address:</b>	13250 N HAGGERTY RD
<b>City:</b>	PLYMOUTH

<b>State/Country:</b>	MICHIGAN
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<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>Name:</b>	KYOCERA CORPORATION
<b>Street Address:</b>	800 ICHIMIYAKE
<b>Internal Address:</b>	SHIGA
<b>City:</b>	YASU
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	520-2362
<b>Name:</b>	ZHUHAI COSMX BATTERY CO., LTD
<b>Street Address:</b>	NO. 209, ZHUFENG AVENUE, JINGAN TOWN, DOUMEN DISTRICT
<b>City:</b>	ZHUHAI
<b>State/Country:</b>	CHINA
<b>Name:</b>	EVE ENERGY CO., LTD.
<b>Street Address:</b>	NO. 38, HUIFENG 7TH ROAD, ZHONGKAI HIGH-TECH ZONE
<b>City:</b>	HUIZHOU CITY
<b>State/Country:</b>	CHINA
<b>Name:</b>	REPT BATTERO ENERGY CO., LTD.
<b>Street Address:</b>	NO. 205, BINHAI 6TH ROAD, AIRPORT NEW AREA
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<b>City:</b>	WENZHOU CITY
<b>State/Country:</b>	CHINA

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7601318

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

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<b>ATTORNEY DOCKET NUMBER:</b>	ONCLA-42170
<b>NAME OF SUBMITTER:</b>	LISA MUELLER
<b>SIGNATURE:</b>	/Lisa Mueller, Reg. No. 38978/
<b>DATE SIGNED:</b>	06/23/2023

**Total Attachments: 43**

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[须待专利拥有人同意]

**PATENT SUBLICENSE AGREEMENT**  
专利转授特许协议

**THIS PATENT SUBLICENSE AGREEMENT ("Agreement")** is entered into by and among:  
本专利转授特许协议 (「本协议」) 由以下各方订立:

**LiFePO<sub>4</sub>+C LICENSING AG**, a Swiss corporation having a place of business at Hertensteinstrasse 51, 6004 Lucerne, Switzerland ("**Licensor**"); and

**LiFePO<sub>4</sub>+C LICENSING AG**, 一家瑞士公司, 其营业地点位于 Hertensteinstrasse 51, 6004 Lucerne, Switzerland (「**特许人**」); 及

**CHANGZHOU LIYUAN NEW ENERGY TECHNOLOGY CO., LTD.** of No.9 Yijing Road, Yaotang Town, Jintan District, Changzhou City, Jiangsu Province, China (Liyuan and its Related Corporations shall be collectively referred to as "**Licensee**")

常州锂源新能源科技有限公司, 其地址为中国江苏省常州市金坛区尧塘镇亿晶路 9 号 (锂源及其相关公司统称「**被特许人**」)

Licensor and Licensee shall each be a "**Party**" and shall be collectively referred to as the "**Parties**".

特许人及被特许人各自称为「一方」, 统称为「双方」。

**BACKGROUND**

背景

- A. Licensor has obtained a worldwide license or sublicense from Hydro-Québec, the Université de Montréal and the Centre National de la Recherche Scientifique to the Licensed Patent Rights (as defined below) for the manufacture, sale and use of Licensed Products (as defined below) (the "**Head License Agreement**"). Licensor's Head License Agreement includes the limited right to grant sublicenses to third parties under the Licensed Patent Rights for certain fields of application.

特许人已就获特许专利权 (定义见下文) 从魁北克水电公司、蒙特利尔大学及法国国家科学研究中心 (Centre National de la Recherche Scientifique) 获得制造、销售及使用该获特许产品 (定义见下文) 的全球特许或转授特许 (「**总特许协议**」)。特许人的总特许协议包括根据获特许专利权就若干领域的应用向第三方授出转授特许的有限权利。

- B. Licensee is interested in obtaining a non-exclusive sublicense to the Licensed Patent Rights in said fields of application.

被特许人有意在上述应用领域取得获特许专利权的非独家转授特许。

NOW IT IS HEREBY AGREED:

双方谨此同意：

1. **DEFINITIONS.**

定义。

1.1 "Agreement" shall mean this Patent Sublicense Agreement.

「本协议」指本专利转授特许协议。

1.2 "Authorization Letters" shall mean the letters from each Patent Owner to the Licensee and from the Licensors to the Licensee attached in unsigned form as Appendix B.

「授权书」指每一专利拥有人给予被特许人以及特许人给予被特许人附录 B 中未签署格式的信件。

1.3 "Carbon Coating and Process Patent Rights" shall mean the Patent Rights listed in Appendix A and any Patent Rights resulting therefrom and claiming priority thereto.

「碳涂层及工艺专利权」指附录 A 所列的专利权及由该等专利权产生并就该等专利权主张优先权的任何专利权。

1.5 "Effective Date" shall have the meaning as defined in Section 8.1 below.

「生效日期」具有下文第 7.1 条界定的涵义。

统将被视为液态电解质，而非凝胶电解质。

- 1.7 "Have Sold" shall refer to the sale of Licensed Products by agents for, and on behalf of the Licensee.  
「安排出售」指代理人为及代表被特许人销售获特许产品。
- 1.8 "Head License Agreement" shall have the meaning as defined in clause A of the Background.  
「总特许协议」具有背景部分 A 条所界定的涵义。
- 1.9 "HQ Licensees" shall mean Third Parties who hold or will hold during the Term a license from Hydro-Québec (or a sublicense under such license) for the use of Licensed Products for the manufacture and/or sale of Solid Electrolyte Cells and/or Batteries.  
「HQ 被特许人」指于年期内持有或将持有来自魁北克水电公司的特许（或该特许下的转授特许）的第三方，以使用获特许产品制造及 / 或销售固态电解质电池及 / 或电池组。
- 1.10 "Licensed Patent Rights" shall mean the Carbon Coating and Process Patent Rights.  
「获特许专利权」指碳涂层及工艺专利权。
- 1.11 "Licensed Products" shall mean electrode materials for Cells and/or Batteries and/or for Mixtures that include particles of olivine or NASICON crystals of lithium and an oxygen polyanion coated with carbon including Mixtures themselves and related materials.  
「获特许产品」指用于以下各项的电极材料：电池及 / 或电池组，及 / 或用于包含橄榄石颗粒或 NASICON 锂晶体及被碳包覆的氧多阴离子的混合物，包括混合物本身及相关物料。
- 1.12 "Liquid Electrolyte" shall mean a liquid phase electrolytic solution comprising at least one salt dissolved in at least one liquid non-aqueous polar solvent; furthermore bi-phased electrolyte systems in which a liquid electrolyte coexists with a gel electrolyte in an electrode or in the separator are to be considered as Liquid Electrolytes and not Gel Electrolytes.  
「液态电解质」指一种液体状态的电解质溶液，包含溶于至少一种液态非水极溶剂中的至少一种盐；此外，在电极或分隔膜中同时存在液态电解质与凝胶电解质的双相电解质系统将被视为液态电解质，而非凝胶电解质。
- 1.13 "Mixtures" shall mean a combination of Licensed Products for Cells and/or Batteries and other compounds.  
「混合物」指电池及 / 或电池组及其他化合物的获特许产品组合。
- 1.14 "Patent Owners" shall mean Hydro-Québec, the Université de Montréal and the Centre National de la Recherche Scientifique.



- 1.18 "Related Corporation" of a Person shall mean any Person that, at all relevant times, is controlled by that first Person. For the purposes of this definition, a Person controls another Person, if the controlling Person has power (i) over more than half of the voting rights or the maximum percentage it is permitted to have in the jurisdiction where such controlled Person exists, whichever is less; (ii) to govern the financial and operating policies of the controlled Person; (iii) to appoint or remove the majority of the members of the board of directors or equivalent governing body, provided that control of the controlled Person is by that board or body; and (iv) to cast the majority of votes at meetings of such board of directors or equivalent governing body of the controlled Person.

任何人士的「相关公司」指在所有相关时间由该人士控制的人士。就本定义而言，任何人士若有权：(i) 在另一人士存在的司法管辖区控制该另一人士超过一半或最高允许百分比（以较低者为准）的投票权；(ii) 管限该另一人士的财务及营运政策；(iii) 委任或罢免该另一人士的董事会或同等管治组织的大多数成员（前提是该另一人士的控制权由该董

事会或管治组织控制)；及 (iv) 在该另一人士的董事会或同等管治组织的会议上投大多数票，即控制该另一人士。

- 1.19 "Solid Electrolyte" shall mean a solid state polymer electrolyte, including a polymer electrolyte that is plasticized with seventy percent (70%) or less of solvent in volume content.

「固态电解质」指固体状态聚合物电解质，包括以体积含量百分之七十（70%）或以下的溶剂进行塑化的聚合物电解质。

- 1.20 "Term" shall have the meaning as defined in Section 7.1 below.

「年期」具有的下文第 7.1 条界定的涵义。

- 1.21 "Third Party" shall mean any Person other than (i) the Licensor, (ii) Persons controlling Licensor, (iii) Related Corporations of Persons referred to in (i) and (ii), (iv) the Licensee, and (v) Licensee's Related Corporations.

「第三方」指下列人士以外的任何人士：(i) 特许人，(ii) 控制特许人的人士，(iii) 第 (i) 及 (ii) 项所述人士的相关公司，(iv) 被特许人，及 (v) 被特许人的相关公司。

- 1.22 "Toll Manufacturer" shall mean a Third Party that manufactures Licensed Products to order for Licensee.

「代加工制造商」指为被特许人按订单制造获特许产品的第三方。

## 2. GRANT; DILIGENCE; QUALITY.

授出；勤勉尽职；质量。

- 2.1 Sublicense to the Carbon Coating and Process Patent Rights. Subject to the terms and conditions stated hereunder, Licensor hereby grants to Licensee a non-exclusive worldwide sublicense under the Carbon Coating and Process Patent Rights for the past, present and future to develop, have developed, manufacture, have manufactured, by a Toll Manufacturer, use (including in its own products or the products of its Related Corporations), import and export, offer to sell, sell and Have Sold Licensed Products and/or Mixtures for Cells and/or Batteries having a Liquid Electrolyte or a Gel Electrolyte. Also subject to the terms and conditions stated hereunder, Licensor hereby grants to Licensee a non-exclusive worldwide sublicense under the Carbon Coating and Process Patent Rights to develop, have developed, manufacture and have manufactured Licensed Products for Cells and/or Batteries and/or Mixtures having a Solid Electrolyte and to import and export, offer to sell, sell and Have Sold Licensed Products and/or Mixtures for Cells and Batteries having a Solid Electrolyte exclusively to HQ Licensees.

碳涂层及工艺专利权的转授特许。在遵守本协议所载条款及条件的前提下，特许人谨此向被特许人的过去、目前以及将来授出碳涂层及工艺专利权的全球非独家转授特许，以开发、安排开发、制造、安排由代加工制造商制造、使用（包括在其自己的产品或其相

关公司的产品中)、进出口、要约出售、出售及安排出售用于具有液态电解质或凝胶电解质的电池及/或电池组的获特许产品及/或混合物。同样地,在遵守本协议所载条款及条件的前提下,特许人谨此向被特许人授出碳涂层及工艺专利权的全球非独家转授特许,以开发、安排开发、制造、安排制造用于具有固态电解质的电池及/或电池组及/或混合物的获特许产品,及向 HQ 被特许人独家进出口、要约出售、出售及安排出售用于具有固态电解质的电池及电池组的获特许产品及/或混合物。

- 2.2 Limited Right to grant Sub-Sublicenses. Licensee is not entitled to grant sub-sublicenses hereunder, with the exception only of sub-sublicenses to its Related Corporations, and provided that if such sub-sublicensee ceases to be a Related Corporation of Licensee, any sub-sublicense shall automatically terminate. Licensee shall give notice to Licensor of the grant of any such sub-sublicense to a Related Corporation of Licensee within thirty (30) days of the effective date of such sub-sublicense.

授出再转授特许的有限权利。被特许人在本协议下无权授出再转授特许,唯一例外情况是向其相关公司授出再转授特许,但假如该被再转授特许人不再是被特许人的相关公司,所有再转授特许将自动终止。被特许人须于向其相关公司授出任何再转授特许的生效日期起计三十(30)日内,就上述授出的再转授特许向特许人发出通知。

### 3. **TITLES AND WARRANTIES.**

所有权及保证。

- 3.1 Licensor's Warranties. Licensor represents that it has the right to sublicense the Licensed Patent Rights under the terms hereof with effect for and against the Patent Owners.

特许人的保证。特许人陈述,其有权根据本协议条款,为及针对专利拥有人而转授获特许专利权。

- 3.3 No Conflict. Licensor represents that neither it nor any of its Related Corporations have or shall have any agreement with any Third Party that conflicts with the rights and obligations under this Agreement.

无冲突。 特许人陈述，其或其任何相关公司概无与任何第三方订立任何与本协议项下的权利及义务有任何冲突的协议。

- 3.5 LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY

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- 3.6 Compliance with Import, Export and Re-Export Controls. Licensee agrees to fully comply with all applicable laws or regulations affecting the import, export or re-export of any Licensed Products under Licensee's control in every jurisdiction worldwide. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any

and all claims, liabilities, damages, penalties or the like arising out of or relating to Licensee's import, export or re-export of any Licensed Products under Licensee's control in every jurisdiction worldwide. The Licensor shall provide the Licensee with any assistance reasonably required by Licensee to comply with the import and export and regulatory requirements in any part of the world.

遵守进出口及转口管制。被特许人同意在全球各司法管辖区完全遵守所有影响在被特许人控制下的任何获特许产品的进出口或转口的适用法律或法规。被特许人同意就被特许人在全球各司法管辖区进口、出口或转口在被特许人控制下的任何获特许产品所引起或与之有关的任何及所有申索、责任、损害赔偿、处罚或类似事宜作出抗辩、弥偿并使特许人不受损害。特许人须提供被特许人合理要求的任何协助，以遵守全球地区的进出口以及管制要求。

#### 4. PATENT RIGHTS.

专利权。

4.1 Cooperation between the Parties. Each Party shall cooperate fully with the other in

5.1.2 Patent Owners and Licensor shall have the right, but not the obligation, to institute and prosecute in their own name or, if required by law, jointly with Licensee, at their own expense, any suit directed to secure cessation of or recovery of damages for such infringement of the Licensed Patent Rights.

专利拥有人及特许人有权（但无责任）以其本身名义或（如法律规定）与被特许人共同提出及检控，费用由彼等自行承担，以确保终止侵犯获特许专利权或追讨有关损害赔偿。

6. CONFIDENTIAL INFORMATION.

机密资料。

6.1 Confidentiality of Agreement.  
thereafter, neither Party may,

6.2



6.3

- 6.4 Disclosure of Relationship. Notwithstanding Section 5.1, (i) on or after the Effective Date, the Parties may agree to make publicly known the existence of the license granted herein through an appropriate joint press release which content shall have been pre-approved by the Parties; and (ii) Licensor and the Patent Owners shall be allowed to mention Licensee's name as licensee of the Licensed Patent Rights in their brochures and webpages in relation with their technology commercialization achievements.

披露关系。尽管第 5.1 条有所规定，但 (i) 于生效日期或之后，双方可同意透过适合的联合新闻发布（内容须经双方事先批准）公开根据本协议授出的特许的存在；及 (ii) 特许人及专利拥有人应获准在其宣传册子及网页中有关技术商业化成果之处提及被特许人是获特许专利权的被特许人。

## **7. REMUNERATION AND PAYMENT.**

薪酬及付款。

- 7.1 Remuneration. In consideration of the rights granted hereunder by Licensor commencing as of the Effective Date, Licensee shall pay to Licensor, payable as and when indicated, the following lump sums:

7.2 All payments will be made in United States dollars to the Licensor's account (for registered patent owners)(details as follows) or as otherwise directed by the Licensor and registered patent owners:

7.3 Interest. Licensee shall pay Licensor interest on any amounts not paid when due. Such

7.4 Tax Withholding.  
预扣税。

7.4.1 To the extent required by law, of all payments Licensee may retain withholding taxes and shall forward such retained payments to the competent tax authorities,

7.4.3.1 If Licensee or any Patent Owner becomes liable for and pays any amounts in

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7.4.4 If Licensee or any Patent Owner becomes liable for and pays any amounts in

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8. **TERM AND TERMINATION.**

年期及终止。

8.1 Term.

年期。

- (i) This Agreement shall become effective upon signature of both Parties, Licensee's receipt of three original notarized Authorization Letters from the registered patent owners respectively and the Licensor and Licensor's receipt of the upfront payment under Section 7.1 (i) (the "**Effective Date**"). If the upfront payment is not made within fifteen (15) days after the Licensee's receipt of three original notarized Authorization Letters from the registered patent owners respectively and the Licensor, Licensor is entitled, without any prior notice, to withdraw herefrom. The Licenses granted in Section 2 shall be effective for all Licensed Products for Licensee prior to the Effective Date and through the end of the Term.

本协议将于双方签署、被特许人收到注册专利拥有人及特许人的公证授权书正本、及特许人收到第 6.1(i) 条项下的前期付款项后（「生效日期」）生效。若被特许人收到注册专利拥有人及特许人的公证授权书正本后十五（15）天内未支付前期款项，特许人有权在无须事先通知的情况下撤回本协议。第 2 条授予的特许于生效日期前就所有获特许产品对被特许人有效，直至年期结束。

- (ii) The term of this Agreement shall be equal to the life of the last to expire of the Patent Rights forming part of the Licensed Patent Rights (the "**Term**").

本协议的年期为获特许专利权中最后一项到期的专利权的年期（「年期」）。

8.2

8.3

8.4 Reversion of Rights.



8.5

**9. GOVERNING LAW; DISPUTE RESOLUTION.**

管限法律；解决争议。

9.1 Applicable Law. The Agreement shall be construed and enforced in accordance with the laws of Singapore, without giving effect to the choice of law and conflicts of law principles of this or any other jurisdiction.

适用法律。本协议须根据新加坡法律诠释及强制执行，而不实施新加坡或任何其他司法管辖区的法律选择及法律冲突原则。

9.2



10.

11. **GENERAL PROVISIONS.**

一般条文。

- 11.1 Amendment. No amendment to the terms and conditions of this Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorized representative of each of the Parties.

修订。本协议的条款及条件的修订必须采用书面形式并经双方的授权代表签署，方为有效及对双方具约束力。

- 11.2 Severability. If a provision of this Agreement is held invalid or unenforceable, any other provision contained herein shall be separately valid and enforceable to the fullest extent permitted by law unless it is apparent that this Agreement may be considered only as an indivisible whole.

分割条文。若本协议的任何条文被视为无效或不可强制执行，除非本协议显然仅可被视为一个不可分割的整体，否则本协议所载的任何其他条文将在法律允许的最大范围内单独有效及可强制执行。

- 11.3 No Implied Waiver. No negligence or waiver by either Party to exercise a right shall be deemed to be or construed as a waiver by either Party of its rights.  
无隐含弃权。任何一方疏于行使或放弃权利，不得被视为或被解释为该方放弃其权利。
- 11.4 Background and Appendices. The Background section and Appendices form part of this Agreement.  
背景及附录。背景部分及各附录构成本协议的一部分。
- 11.5 Successors and Assigns. This Agreement shall be binding upon each Party's successors and permitted assigns.  
继承人及受让人。本协议对双方的继承人及许可受让人具有约束力。
- 11.6
- 11.7 Notices. Any communication including any written notice provided under this Agreement shall be in writing and may be given by any means that shall enable to prove receipt of such communication or notice at the following addresses or any other address that either Party may notify in writing to the other;  
通知。任何通讯（包括根据本协议规定的任何书面通知）须采用书面形式，以任何能够证明接收的方法，发送到以下地址或任何一方可能书面通知对方的任何其他地址：

- 11.8 Force Majeure. Save and except with respect to the performance of any obligation to pay when due any amount payable under this Agreement, neither Party hereto shall be responsible for any failure or delay which is due to an unforeseeable event or to a cause beyond its control. If the performance of any obligation of Licensee under this Agreement is delayed pursuant to this Section 11.8, for any continuous period of more than six (6) months, Licensor shall have the right to terminate this Agreement, upon written notice.

不可抗力。除关于履行根据本协议应付的任何到期款项的付款责任外，任何一方概不就因不可预见事件或超出其控制范围的原因而导致的任何失误或延误承担责任。若被特许人根据本第 11.8 条延迟履行其于本协议项下的任何义务，而持续期间超过六（6）个月，特许人有权于发出书面通知后终止本协议。

- 11.9 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces all prior agreements between the Parties with respect to the subject matter hereof.

完整协议。本协议载列双方就本协议标的事宜的全部理解及协议。本协议替代及取代双方之间有关本协议标的事宜的所有先前协议。

- 11.10 Remedies. All remedies conferred by this Agreement shall be cumulative, and a pursuit by any Party of any such remedy shall not limit such Party from pursuing any other remedy to which it may be entitled whether under this Agreement or under law.

补救方法。本协议赋予的所有补救方法均可累计，任何一方概不因为要求任何该等补救方法而被限制要求其可能有权享有（不论根据本协议或法律）的任何其他补救方法。

- 11.11 Compliance with Laws. Licensee shall at all times comply with laws and regulations applicable to the subject matter of this Agreement and to the execution thereof.  
遵守法律。被特许人须时刻遵守适用于本协议标的事宜及其执行的法律及法规。

- 11.12 Further Actions. The Parties hereto shall upon request by the other Party, make, execute and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charges therefor.  
进一步行动。本协议双方均须按对方的要求作出、签立及交付任何及所有可能属必要或适宜的其他及进一步文据，以使本协议条文具具有十足效力及作用，而不就此收费。

对应本。本协议可以任何数目的对应本签署，每份对应本经签署及交付后即构成本协议的正本，但所有对应本共同构成同一份协议。各方须签署至少一份对应本，所有对应本方为有效。

11.17 Translation. If this Agreement is translated, the English language text will prevail in the case of any conflict.

翻译。如果本协议被翻译，在有任何冲突的情况下，将以英文本为准。

**This Patent Sublicense Agreement has been executed by:**

本专利转授特许协议已由下列人士签立：

**LIFEPO4+C LICENSING AG**

By:

签署人：

Date:

日期：

*[Signature]*  
**LiFePO4+C Licensing AG**  
Hertensteinstrasse 51, 6004 Luzern - Switzerland

**CHANGZHOU LIYUAN NEW ENERGY  
TECHNOLOGY CO., LTD** 常州锂源新能源  
科技有限公司

By:

签署人：

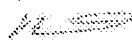
Date:

日期：

*[Signature]*  
**2023.5.29**

Undertaking of the Patent Owners

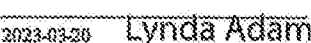
HYDRO-QUÉBEC

By:   
Date: March 16, 2023

CENTRE NATIONAL DE LA RECHERCHE  
SCIENTIFIQUE

By:   
Date:

UNIVERSITÉ DE MONTRÉAL

By:   
Date: 2023-03-20 Lynda Adam  
Signature numérique de Lynda Adam  
Date: 2023.03.20 09:40:26 -0400

Lynda Adam, PhD  
Director – Technology Transfer – Innovation – Partnership  
[lynda.adam@umontreal.ca](mailto:lynda.adam@umontreal.ca)

**APPENDIX A**

**附录 A**

**LIST OF CARBON COATING AND PROCESS PATENT RIGHTS**

**碳涂层及工艺专利权清单**

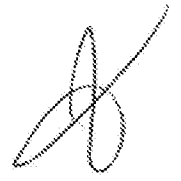
Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$ .

名称：基于  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$  的碳材料合成方法

Owners: HQ, CNRS and Udm

拥有人：魁北克水电公司、法国国家科学研究中心及蒙特利尔大学

<u>Country</u> 国家	<u>Status</u> 状态	<u>Filing number</u> 存档号码	<u>Filing date</u> 提交日期	<u>Patent number</u> 专利号码	<u>Issued date</u> 发出日期	<u>Expiration date</u> 到期日
U.S.A. 美国	Issued 已发出	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30

  
LBM



APPENDIX B

附录 B

AUTHORIZATION LETTERS

[Letterhead of Centre National de la Recherche Scientifique]  
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## APPENDIX A

### LIST OF CARBON COATING AND PROCESS PATENT RIGHTS

Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$

Owners: HQ, CNRS and Udm

<u>Country</u>	<u>Status</u>	<u>Filing number</u>	<u>Filing date</u>	<u>Patent number</u>	<u>Issued date</u>	<u>Expiration date</u>
U.S.A.	Issued	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30

  
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[Letterhead of Université de Montréal]  
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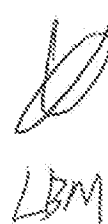
APPENDIX A

**LIST OF CARBON COATING AND PROCESS PATENT RIGHTS**

Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$

Owners: HQ, CNRS and Udm

<u>Country</u>	<u>Status</u>	<u>Filing number</u>	<u>Filing date</u>	<u>Patent number</u>	<u>Issued date</u>	<u>Expiration date</u>
U.S.A.	Issued	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30



Handwritten signature and initials, possibly 'LBM'.

[Letterhead of Hydro-Quebec]  
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Date:

APPENDIX A

**LIST OF CARBON COATING AND PROCESS PATENT RIGHTS**

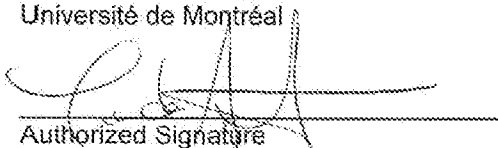
Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$

Owners: HQ, CNRS and Udm

<u>Country</u>	<u>Status</u>	<u>Filing number</u>	<u>Filing date</u>	<u>Patent number</u>	<u>Issued date</u>	<u>Expiration date</u>
U.S.A.	Issued	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30

  
LBM

For and on behalf of  
Université de Montréal



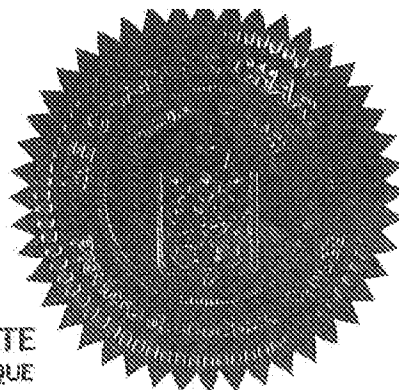
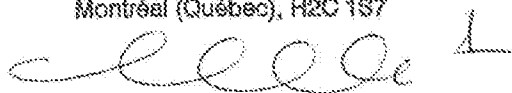
Authorized Signature

Name: Lynda Adam

Title: Director Technology Transfer and Innovation



Me CHARLES CHARETTE  
NOTAIRE - CONSEILLER JURIDIQUE  
1509, rue Fleury Est  
Montréal (Québec), H2C 1S7



PATENT

REEL: 064074 FRAME: 0249




APPENDIX A

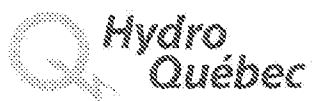
LIST OF CARBON COATING AND PROCESS PATENT RIGHTS

Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$

Owners: HQ, CNRS and Udm

<u>Country</u>	<u>Status</u>	<u>Filing number</u>	<u>Filing date</u>	<u>Patent number</u>	<u>Issued date</u>	<u>Expiration date</u>
U.S.A.	Issued	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30

  
LBM



Sworn before me this 20<sup>th</sup> day of April 2023

A handwritten signature in black ink, appearing to read 'Maxime Hébert-Bourgoin'.

Maxime Hébert-Bourgoin, lawyer. Quebec Bar #305616-3

APPENDIX A

## LIST OF CARBON COATING AND PROCESS PATENT RIGHTS

Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$

Owners: HQ, CNRS and Udm

<u>Country</u>	<u>Status</u>	<u>Filing number</u>	<u>Filing date</u>	<u>Patent number</u>	<u>Issued date</u>	<u>Expiration date</u>
U.S.A.	Issued	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30

  
LBM

[Letterhead of Centre National de la Recherche Scientifique]  
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Date: April 18<sup>th</sup>, 2023



**PATENT**  
**REEL: 064074 FRAME: 0253**

APPENDIX A

LIST OF CARBON COATING AND PROCESS PATENT RIGHTS

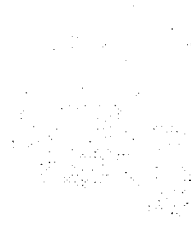
Title: Synthesis method for carbon material based on  $\text{Li}_x\text{M}_{1-y}\text{M}'_y(\text{XO}_4)_n$

Owners: HQ, CNRS and Udm

<u>Country</u>	<u>Status</u>	<u>Filing number</u>	<u>Filing date</u>	<u>Patent number</u>	<u>Issued date</u>	<u>Expiration date</u>
U.S.A.	Issued	10/362763	2001-09-21	7,601,318	2009-10-13	2025-01-30



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[Letterhead of LiFePO<sub>4</sub>+C Licensing AG]  
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# ***LiFePO<sub>4</sub>+C Licensing AG***

LiFePO<sub>4</sub>+C Licensing AG, Hertensteinstrasse 51, CH - 6004 Luzern

Luzern, 5<sup>th</sup> April 2023

***LiFePO<sub>4</sub>+C Licensing AG***

Hertensteinstrasse 51, 6004 Luzern - Switzerland

Jane Elizabeth Berrisford Swift

President of LiFePO<sub>4</sub>+C Licensing AG

*Y*

*LBM*

**PATENT**

**REEL: 064074 FRAME: 0256**

SUBLICENSEES

HON HAI PRECISION INDUSTRY LTD.	No. 268-3, Luzhu Rd., Toufen City, Miaoli County 351009, Taiwan(R.O.C.)
AMITA TECHNOLOGIES INC.	No. 6, Chazhuan Rd., Guishan Dist., Taoyuan City 33349, Taiwan(R.O.C.)
Toyota Tsusho Material Inc	Symphony Toyota Bldg 14F,4-11-27,Meieki, Nakamura-ku, Nagoya 450-0002, Japan
Toyota Motor Corporation	1, Toyota-cho, Toyota, Aichi, 471-8571, Japan
Samsung SDI Co., Ltd.(Samsung Display Interface)	150-20 Gongse-ro, Giheung-gu, Yongin-si, Gyeonggi-do (Giseong-dong)
SK ON CO.LTD.	51, Jongno-gu, Seoul (Jongno 2-ga, Jongno Tower Building)
Hyundai Motor Company	12 Heonneung-ro, Seocho-gu, Seoul, Republic of Korea 06797
LG Energy Solution Co., Ltd	LG Energy Solution, Daejeon, 188, Moonji-ro, Yuseong-gu, Daejeon, Korea,34122
Tesla, Inc.	45500 Fremont Blvd Fremont, CA94538, USA
Our Next Energy, Inc.	45145 W 12 Mile Road, Novi, MI, 48377, USA
BEYONDER AS	Stokkamyrveien 30, 4313 Sandnes, Norway
Rivian Automotive, LLC	13250 N Haggerty Rd, Plymouth, MI 48170, USA
24M Technologies, Inc.	130 Brookline Street, Suite 200,Cambridge, MA 02139,USA
Kyocera Corporation	800 Ichimiyake, Yasu, Shiga 520-2362 Japan
ZHUHAI COSMX BATTERY CO.,LTD	No. 209, Zhufeng Avenue, Jingan Town, Doumen District, Zhuhai
EVE Energy Co.,Ltd.	No. 38, Huifeng 7th Road, Zhongkai High-tech Zone, Huizhou City
REPT BATTERO Energy Co.,Ltd.	No. 205, Binhai 6th Road, Airport New Area, Longwan District, Wenzhou City, Zhejiang Province