



TARGRAY TECHNOLOGY INTERNATIONAL INC.

PULSE SALE CONTRACT

Targray Contract #: TPTS-0405(R1)

This Contract is entered into by and between TARGRAY TECHNOLOGY INTERNATIONAL INC. (“**Seller**”) and the Buyer whose name is set forth below (the “**Buyer**”, and collectively the “**Parties**”) and is effective as of the Trade Date. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Goods upon the terms and conditions set out hereafter:

Seller

TARGRAY TECHNOLOGY INTERNATIONAL INC.
18105 TRANSCANADIENNE, KIRKLAND, QC (CANADA)

Buyer

2628364 ONTARIO INC DBA ANALOGUE MEDIA MANUFACTURING
200B MIDDLEFIELD ROAD, TORONTO ON M1S 4M6, TORONTO
CANADA

BROKER

I GLOBAL AGROW MAX LLP -PULSES

TRADE CONFIRMATION

1. TRADE DATE	2022-12-05
2. ORIGIN	Canada
3. GOODS	Yellow Peas (Australian Dun Peas ,bulk in ctns)
4. QUANTITY	1,500.00 Net Metric Ton 5% at Seller’s option at contract price. Certificate of quantity issued by GAFTA approved independent surveyor at place of loading shall be final and binding on the Parties. Partial and transshipment allowed.
5. QUALITY	Certificate of quality issued by GAFTA approved independent surveyor at place of origin shall be final and binding on the Parties.
6. SPECIFICATIONS	22/64 : 30%, 20/64 : 50%, 18/64 : 20% (10% undersized allowed)
7. UNIT PRICE / CONTRACT PRICE	USD 200,000.00 Per MT
8. DELIVERY TERMS	CIF - Sydney, Australia (“ Discharge Port ”) (Incoterm 2020) Loading Port: Any port in Canada Free Demurrage/Detention at Discharge Port: As per ship line policy.
9. DELIVERY	Delivery shall be done in accordance with clause 1 of the GTCs and by Seller tendering conforming shipping documents (as set out in Clause 2 GTCs) to Buyer covering transport of the Goods to the Discharge Port.
10. SHIPPING PERIOD	Loading shall take place between (2022-12-06 to 2022-12-15) (At Seller’s option).
11. SHIPPING DOCUMENTS	Chemical Residue Cert.; Container Cleanliness Cert.; Invoice List; LDC CERTIFICATE
12. PAYMENT TERMS	10% ADV Balance+ 20% Adv Against Copy Documents



TARGRAY TECHNOLOGY INTERNATIONAL INC.

PULSE SALE CONTRACT

Targray Contract #: TPTS-0405(R1)

13. PACKAGING

25 Kg Bags in RailCar.

14. CONTRACT TERMS

GAFTA 88, Arbitration in Canada

Targray General Terms and Conditions ("T&C") attached hereto or previously communicated to the Buyer. No warranties, conditions or representation except title and quality. Seller must be notified immediately of errors or omissions on this contract. The Buyer agrees to having reviewed and understood this Contract including, without limitation, the T&C.

15. OTHER CONDITIONS

THE PARTIES ACKNOWLEDGE THAT THE TERMS AND CONDITIONS REFERENCED HEREIN CONFIRM THE AGREEMENT BETWEEN THE PARTIES. THIS CONFIRMATION WILL BE DEEMED ACCEPTED UNLESS BUYER PROVIDES SELLER WITH NOTICE, BY EMAIL, OF ITS OBJECTION TO THIS CONFIRMATION WITHIN THREE (3) DAYS OF RECEIPT. KINDLY REFERENCE SELLER'S CONTRACT NUMBER AS STATED ABOVE ON ANY FUTURE CORRESPONDENCE RELATIVE TO THISTRANSACTION.

Buyer is provided herewith or has previously been provided with Seller's GTCs and understands and agrees to such GTCs as a part of this Trade Confirmation as if fully set out herein. To the extent of any inconsistency between the Trade Confirmation and the GTCs, the terms of the Trade Confirmation shall prevail. All Contracts between the Parties are entered into in reliance on the fact that the GTCs and all Trade Confirmations form a single agreement between the parties, which shall override all prior oral or written communications, and that the parties would not otherwise enter into any Contract.

2628364 ONTARIO INC DBA ANALOGUE MEDIA
MANUFACTURING

TARGRAY TECHNOLOGY INTERNATIONAL INC.

2022-12-06



By:
Duly authorised

By: Mikael Morn
Duly authorised



TARGRAY TECHNOLOGY INTERNATIONAL INC.

PULSE SALE CONTRACT

Targray Contract #: TPTS-0405(R1)

TARGRAY GENERAL TERMS AND CONDITIONS

The Seller identified on the Trade Confirmation ("Seller" and the "Contract") and the Buyer identified on the Contract further agree upon the following terms and conditions which are incorporated into the Trade Confirmation. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Trade Confirmation.

1. Delivery. Seller shall: (a) contract on usual or customary Free Out terms with a carrier for the transport of the Goods on a seagoing vessel for the transport of such goods (the "Vessel") from the Loading Port (or Place of Loading, as applicable) to the Discharge Port by a usual route and in the customary manner; (b) deliver the Goods to the carrier on board the Vessel at the load port within the Shipment Period and pay the freight as agreed with the carrier to the Discharge Port; (c) give customary notice to Buyer of shipment of the goods stating the Vessel's name (and any substitute Vessel in Seller's option), the quantity/weight of the goods shipped, the date(s) of the Bill(s) of Lading and the estimated time of arrival of the Vessel at the Discharge Port; (d) the Bills of Lading shall be dated when the Goods are actually loaded on board the Vessel. The date of the Bills of Lading shall be accepted as proof of the date of shipment in the absence of evidence to the contrary. Unless otherwise agreed, the goods will be shipped in containers. Subject to free demurrage period or gross negligence of Seller, demurrage incurred at the Discharge Port shall be for the account of Buyer.

2. Shipping Documents. Seller shall present the Shipping Documents to the Buyer or its nominated bank as set out in the Contract, who shall thereupon pay the Seller the Contract Price. The Shipping Document shall consist of the documents identified in section 10 on the Trade confirmation and the following: Commercial Invoice, 3/3 Original Bills of Lading, Certificates of quality/quantity and of Origin, Insurance Certificate (for CIF Trade Terms). These Certificates shall be final and binding on the Parties and deemed to be applicable at time of shipment notwithstanding that by custom of the trade or by agreement between the Parties any of these certificates is not presented to Buyer.

3. Shipping Instructions. Buyer's full and final shipping instructions, including complete instructions for issuance of all contractual documents and the detail of Buyer's bank (if applicable), must be provided to seller not later than 3 Business Days prior to containers' estimated arrival at terminal of Loading Port. Any delays/costs/other consequences due to delay in providing shipping instructions will be at buyer's account, time and responsibility. All documents to be issued in English language or in dual/multiple languages of which one to be English.

4. Payment; Invoicing. Payment of the Contract Price shall be made in US Dollars (or any other currency agreed between the Parties) in immediately available funds in accordance with the payment terms set out in the Trade Confirmation. Any portion of the Contract Price not timely paid will be subject to a 1.5% monthly finance charge, compounded monthly (19.56% annually), together with an administrative fee of US\$250. All payments by Buyer to Seller hereunder shall be made without set-off or counterclaim. All bank charge outside Canada shall be for the account of Buyer. Failure to pay within five (5) days of presentation of documents may lead to cancellation of Contract and/or declaration of default.

5. Payment Method. Payments of Contract Price shall be made via ACH or wire transfer to the bank account confirmed by Seller.

6. Import License. The Buyer shall, at its cost, maintain at all time a valid import license or any other authorization or license necessary to fulfill its obligations under the terms of the Contract ("License"). The Buyer shall also carry out all formalities, including customs formalities and pay all Duties (as defined below) for the import of the Goods into the country of destination, to Seller's complete discharge. Buyer will be liable for any delay at discharge as a result of Buyer's License not being in order. The failure to obtain and/or to maintain in force such Licenses shall not be sufficient grounds for a Force Majeure claim, whether the relevant regulations was in force or not on the Effective Date of the Contract.

7. Risk and Title. Buyer shall bear the risk of loss or damage to the Goods from the time at which they cross the Vessel's rail at Loading Port and shall thereafter comply with all the terms of the Bill(s) of Lading issued in respect of the Goods. Buyer shall bear all costs of discharge from the Vessel's hold(s) at the Discharge Port. Title of the Goods shall transfer from Seller to Buyer at the same time risk transfers, subject to Seller's receipt of full payment of the Contract Price. There shall be no partial transfer of title for partial payment of Contract Price.

8. Taxes, Duties, Tariffs and Similar Charges. Buyer shall be responsible for and pay any tax, tariff, duty, levy, fee or other governmental charge or assessment now or hereafter imposed or increased by or under the authority of any foreign, federal, state or other governmental law, rule or regulation upon or measured by this Contract, or arising from the sale, transfer, or delivery of the Goods to Buyer or any subsequent sale or use of the Goods ("Duties"). If Seller pays any such tax, duty, tariff, fee or charge, Buyer shall reimburse Seller upon demand. Buyer shall be responsible for all charges at the Port of Discharge. (iv) All costs and charges incurred in connection with unstuffing the container (s) shall be for the account of Buyer.

9. Compliance. Each party (on behalf of themselves, and their respective employees and agents) agree to comply with all laws, regulations, and standards as applicable to the Goods, storage, sale, transportation, and disposition of Goods, including those that govern or affect the production, ordering, export, re-export, diversion, trade, use, shipment, import, transportation, storage, sale, delivery or redelivery of Goods and those related to anti-corruption, anti-bribery, anti-competitive behaviours, anti-money laundering and tax laws in performing the Contract.

10. Financial Information and Security. Buyer shall deliver to Seller such Buyer financial information as Seller may reasonably request from time to time. If Seller has reasonable grounds for insecurity as to Buyer's ability to fulfill Buyer's payment obligations then Seller may change the payment terms or request from Buyer, at Buyer's cost, security in a sufficient amount and form to secure Buyer's obligations under this Contract or suspend performance of Seller's obligations. Any suspension of performance by Seller pursuant to this section shall not constitute a breach of Seller's obligations, nor constitute grounds for termination of this Contract by Buyer, whose obligations shall remain in full force and effect.



TARGRAY TECHNOLOGY INTERNATIONAL INC.

PULSE SALE CONTRACT

Targray Contract #: TPTS-0405(R1)

11. Warranty of Title: Seller warrants that it has good title to the Goods, free of all liens, charges, encumbrances, pledges or security interests.

12. Limitation of Warranties. EXCEPT FOR THE SPECIFICATIONS AND THE WARRANTIES OF TITLE (SECTION 11), SELLER HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Claims, Remedies for Buyer. If Buyer discovers, after delivery, that the Goods fail to meet the Specifications, Buyer shall notify Seller in writing promptly upon discovery but no later than ten (10) days from the Delivery, failing which the Goods shall be deemed (for all purposes under the Contract) to comply with the Specifications and Seller shall be completely released of any liability. If Buyer timely notifies Seller, as Buyer's exclusive remedy, Seller shall within a reasonable period of time, at Seller's option and costs, remedy the non-compliance to the Specification, replace, or refund the purchase price of, any Goods that fails to meet the Specifications. The Parties may also negotiate such cash price adjustment (or other resolution) as may be made by mutual agreement.

14. Right to sell the Goods to a Third Party. In the event Buyer breaches its obligation under section 7 of the Trade Confirmation (Payment), Seller may, at its sole and entire discretion, sell the Goods to a third-party of its choice, subject to a five (5) Business Days prior written notice to Buyer of its intention to proceed to such sale to a third-party.

15. Liquidated Damages. In the circumstance set forth in section 14 herein, the Parties agree that the proceeds of such sale shall constitute liquidated damages that compensate Seller for the damages Seller shall suffer including, without limitation, any additional freight, handling fees, demurrage, storage fees or brokerage costs or fees incurred by Seller to re-route and sell the Goods to a third-party and the difference between the price Buyer would have paid in accordance with the Contract (save for its default) and the proceeds of the sale of the Goods to a third party. The Parties acknowledge that, at the time of the drafting of this Agreement, it is difficult to estimate the future market price for Goods or the costs and fees associated with the sale and shipment of those Goods and, accordingly, both parties undertake and agree that such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by Seller as a result of Buyer failure to abide by the payment terms set forth in section 8 of the Trade Confirmation. These liquidated damages shall not prevent Seller from any other recourse it may have hereunder or at law.

16. Indemnity. Subject to section 13 (Buyer's limited recourse) and section 17 (Limitation of Liability), each party (the "Indemnifying Party") shall be liable to the other party (the "Indemnified Party") for losses, costs, damages and expenses which the Indemnified Party may sustain, incur or pay, and the Indemnifying Party shall indemnify and hold the Indemnified Party harmless from and against all actions, losses, costs, damages and expenses which the Indemnified Party may sustain, incur or pay, in respect of or as a result of the negligence or wilful misconduct of the Indemnifying Party and its employees, representatives, agents and contractors. Any action or omission of the Indemnifying Party shall be deemed not to be negligent or wilful if such act or omission is done or omitted pursuant to the instructions of the Indemnified Party. Furthermore, the liability and indemnity described herein shall not be applicable to any actions, losses, costs, damages and expenses to the extent attributable, in whole or in part, to one or more breaches of this Contract by the Indemnified Party or a result of the negligence or wilful misconduct of the Indemnified Party and its employees, representatives, agents and contractors.

17. Limitation of Liability. Notwithstanding anything to the contrary in this Contract, Seller shall not be liable to Buyer for any claim arising out of or in connection with this Contract which exceeds the sale price of the specific shipment of the Goods at issue nor shall it be liable for consequential, incidental, punitive or exemplary damages.

18. Arbitration. If a dispute arises out of or relates to in any way to this Contract and if the dispute cannot be settled through negotiations, then each and every dispute shall be submitted and determined exclusively by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules") in effect on the Effective Date of this Agreement, before a single arbitrator appointed in accordance with the Rules. The arbitration shall be held in English in Toronto (Canada). The award rendered by the single arbitrator shall be binding and final on the Parties and may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant Parties or assets. Notwithstanding the foregoing, this Section shall not preclude any Party from seeking temporary, provisional, or injunctive relief from any court.

19. Default. In addition to any other provision hereof or any other agreement between the parties, a "Default" shall be deemed to occur if a Party ("the Defaulting Party") (i) makes a general assignment for the benefit of creditors, (ii) is generally unable to pay its debts as they fall due, (iii) becomes the subject of any bankruptcy, insolvency, reorganization or similar law, (iv) has a liquidator, receiver, trustee or similar official appointed with respect to it or any substantial portion of its property or assets, (v) fails to pay or perform, within ten (10) days after notice of default is given (or three (3) days if monetary default), any obligation to the other Party (the "Non-Defaulting Party"), whether under this Contract or otherwise,

20. Termination. In the event of a Default the Non-Defaulting Party shall (in addition to any other rights or remedies available to it, whether at law or in equity, by contract or otherwise, including indemnity right under clause 16 herein) have the right, upon written notice to the Defaulting Party (except that no such notice shall be required with respect to any Default specified in clauses (i) through (iv) above), to liquidate and terminate this Contract and all other contracts then outstanding between the parties at any time and from time to time, and shall calculate, in a commercially reasonable manner, a Settlement Amount (as defined below) for each contract as of the time of its termination or as soon thereafter as is reasonably practicable. The Settlement Amount shall be paid within five (5) days of its determination. Notwithstanding any such termination of the Contract, the obligations and rights of the parties which have accrued as of the time of termination shall survive.

Settlement Amount Calculation. "Settlement Amount" shall mean, with respect to each Contract, the losses and costs (or gains), expressed in U.S. dollars, which the Non-Defaulting Party incurs as a result of a Termination of the Contract including losses and costs (or gains) based upon the then-current replacement value of such Contract.



TARGRAY TECHNOLOGY INTERNATIONAL INC.

PULSE SALE CONTRACT

Targray Contract #: TPTS-0405(R1)

21. Costs and Expenses. After the occurrence of a Default, the Defaulting Party shall be responsible for all reasonable costs and expenses actually incurred by the Non-Defaulting Party in connection with such Default or the exercise of its rights hereunder, including reasonable attorneys' fees and disbursements.

22. Force Majeure. The expression "Force Majeure" shall also include (i) acts of God, such as severe acts of nature or weather events, including floods, fires, earthquakes, hurricanes, or explosions; (ii) war, acts of terrorism, sabotage or war, riot or civil commotion, epidemics and pandemics; (iii) action or restraint by court order or public or other governmental authority; (iv) compliance with laws, regulations, requests or the like of any governmental authority; (v) strikes and labor disputes, lockouts or walkouts, industrial dispute, shortage of material or labor of Seller's employees and those of its suppliers and carriers; (vi) any curtailment, reduction in, interference with, failure or cessation of supplies of the Goods by Seller's supplier or refusal to supply the Goods (whether lawful or otherwise) by Seller's supplier (vii) unforeseen or unavoidable impediments to transport or navigation. General export restrictions, sanctions of any foreign states/international organization, which may prevent the performance of the present Contract, shall be considered a Force majeure and Seller shall be entitled to terminate this Contract without any penalties thereof. Reduced demand on the Buyer's side or important changes in the market price are explicitly excluded. The obligations of the party giving notice, so far as they are affected by the force majeure event, will be suspended during the continuance of the force majeure event. The failure of the affected party to give notice in the prescribed delay shall not prevent this party from invoking the benefit of the Force Majeure clause.

23. Other Terms:

A. Incorporation. The provisions of contract GAFTA 88 shall apply to the Contract. To the extent of any inconsistency between the Contract and GAFTA 88/125, the terms of the Contract shall prevail.

B. Governing Law and Jurisdiction: This Agreement and any and all disputes arising from or related to the Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada.

C. Confidentiality. The contents of this Contract, any information on the other party and the other party's business (including information concerning Seller's supplier and rates and fees) is sensitive, confidential and will not be disclosed by either party to any third party without the express written consent of the disclosing party (subject to each party's professional advisors, including legal counsels, accountants, financials advisors, bankers and insurers), unless the information is manifestly in the public domain at the time of disclosure or such disclosure is required by valid legal process or is otherwise required by law

(including to enforce a party's rights herein), in which event the party required to make the disclosure shall give the other party prompt written notification thereof. Each party will ensure, and will be liable for ensuring, that its directors, employees, agents, advisers and subcontractors shall not disclose any confidential information. The obligation of this clause shall survive for a period of one (1) year after the termination of this Contract. This Contract shall not impart any rights enforceable by any third-party (other than a permitted successor or assignee bound to this Contract). Nothing in this Contract shall be construed to create a partnership or joint venture between the parties. The term "including" when used in this Contract shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only.

D. Entire Agreement; Amendment: This Contract contains the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements and understandings. This Contract may not be amended or modified except in writing signed by both parties.

E. Miscellaneous: This Contract shall bind and benefit the parties and their permitted successors and assigns. Except as otherwise stated in the Contract, neither party may assign any of its rights in or delegate any of its duties under this Contract without the prior written consent of the other party. Seller and Buyer are independent contracting parties and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor shall it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion of the Contract. No delay or failure on the part of a party to exercise any right or remedy shall constitute an abandonment of any such right. No waiver of any default shall constitute a waiver of any later default and all such waivers must be in writing to be effective. All of the remedies set forth herein shall be without prejudice and in addition to any and all other rights to which any party is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise). Nothing herein shall be construed as providing any rights to any third-party.

F. Execution and Delivery: This Contract (and subsequent documents carrying out transactions hereunder) may be signed manually or by means of a device or machine, or use of a facsimile or other alternative signature methods, may be executed in counterparts, which, taken together, shall be considered one instrument, and may be delivered by reasonable means including fax or electronic transmission. The parties further agree that a photo or fax copy (or other reasonable means of reproduction of a duplicate) of the Contract (and subsequent documents carrying out transactions hereunder) shall for all purposes be as valid as an original.

G. Electronic Records: The parties each agree that the transactions carried out under the Contract may be conducted in whole or in part by electronic means, further consenting to the use and validity of electronic records and signatures.

H. Compliance with Sanctions. This Agreement and the Goods may be subject to the export control and economic sanctions laws and regulations of the United States, Canada, European Union, Switzerland, other countries that may prohibit or restrict access by certain persons or from certain countries or territories or any sanctions related to the Vessel ("Trade Restrictions"). The Buyer shall comply with all applicable Trade Restrictions.



TARGRAY TECHNOLOGY INTERNATIONAL INC.

PULSE SALE CONTRACT

Targray Contract #: TPTS-0405(R1)

In addition, the Buyer represents that it is not a Restricted Party, nor is it owned or controlled by, or acting on behalf of any person or entity that is a Restricted Party. "Restricted Party" means any person or entity that is: (a) listed on any Canadian, European Union or U.S. government list of persons, groups or entities with which transactions are restricted or prohibited, including, but not limited to, the United Nations Security Council Consolidated Sanctions List, OFAC's Specially Designated Nationals and Other Blocked Persons (SDN) List, the U.S. State Department's Non-proliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://legacy.export.gov/csl-search>, the regulations under Canada's Special Economic Measures Act, Justice for Victims of Corrupt Foreign Officials Act, Freezing of Assets of Corrupt Foreign Officials Act, and United Nations Act, available at https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions, and the Regulations Establishing a List of Entities under the Criminal Code of Canada; or (b) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the Export Control List and the Area Control List under Canada's Export and Import Permits Act, and EU Dual-Use Regulation EC 428/2009. If Buyer breaches any of its obligations under this clause (and clauses H and I) or if it or any of its affiliates becomes a sanctioned entity, or if any export restrictions or sanctions of any authorities of or international organizations may prevent the performance of the present Contract, Seller shall have the right of unilateral full or partial termination or suspension of this Contract by written notice to the other party and Seller shall have no liability for such early termination and/or suspension of this Contract. Buyer shall be liable for any losses and damages suffered by Seller as a result thereof.