

International Sales Contract

This International Sales Contract (the "Contract") is made and entered into as of January 15, 2023, by and between Shenzhen TechParts Ltd., a company organized and existing under the laws of the People's Republic of China, with its principal place of business at shenzhen, (the "Seller"), and Maple Leaf Electronics Inc., a company organized and existing under the laws of Canada, with its principal place of business at Toronto , (the "Buyer").

1. Goods and Quantity

1.1. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase from Seller, 5,000 units of high-end graphic processing units (GPUs) meeting the specifications set forth in **Exhibit A** attached hereto.

2. Price and Payment

2.1. The total purchase price for the Goods is One Million United States Dollars (USD 1,000,000). 2.2. Buyer shall pay Seller the purchase price as follows: a. **Upfront Payment:** Buyer shall pay Seller a non-refundable upfront payment of Three Hundred Thousand United States Dollars (USD 300,000) on or before January 20, 2023. b. **Final Payment:** Buyer shall pay Seller the remaining Seven Hundred Thousand United States Dollars (USD 700,000) within [Number] days after the date of issuance of the original bill of lading by the carrier.

3. Delivery

3.1. **Delivery Terms:** The Goods shall be delivered FOB Shenzhen Port, China (Incoterms 2020). 3.2. **Delivery Date:** Seller shall deliver the Goods to the carrier on or before March 15, 2023. 3.3. **Shipping Documents:** Seller shall provide Buyer with a clean bill of lading, commercial invoice, packing list, and any other necessary shipping documents.

4. Inspection and Acceptance

4.1. Buyer shall inspect the Goods upon arrival at the Port of Vancouver, Canada. 4.2. If Buyer discovers any defects or non-conformities in the Goods, Buyer shall promptly notify Seller in writing within 30 days of receipt of the Goods. 4.3. If Buyer fails to notify Seller of any defects or non-conformities within the specified time, the Goods shall be deemed accepted.

5. Warranties

5.1. Seller warrants that the Goods shall conform to the specifications set forth in **Exhibit A** and shall be free from defects in materials and workmanship. 5.2. Seller's warranty shall be for a period of 12 months from the date of delivery.

6. Remedies

6.1. If the Goods fail to conform to the warranties set forth in Section 5, Buyer may, at its option, require Seller to repair or replace the non-conforming Goods or obtain a price reduction.

7. Force Majeure

7.1. Neither party shall be liable for any delay or failure to perform its obligations under this Contract if such delay or failure is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, civil disturbances, strikes, lockouts, labor disputes, epidemics, pandemics, or governmental actions.

8. Governing Law and Dispute Resolution

8.1. **Governing Law:** This Contract shall be governed by and construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods (CISG). 8.2.

Dispute Resolution: Any dispute arising out of or in connection with this Contract shall be finally settled by arbitration in Hong Kong in accordance with the Arbitration Rules of the Hong Kong International Arbitration Centre (HKIAC). The arbitration shall be conducted in English.

9. Entire Agreement

9.1. This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and understandings, whether oral or written.