GLOBAL ENERGY ALLIANCE FOR PEOPLE AND PLANET (GEAPP) INC.

STANDARD GRANT TERMS AND CONDITIONS

1. Standard Grant Terms

1.1 Global Energy Alliance for People and Planet (GEAPP) Inc. (the "**Global Energy Alliance**") is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("**IRC**"), and is committed to alleviating poverty by providing access to clean and reliable energy to people with inadequate access and to accelerating equitable energy transitions that will avert continued global warming. In furtherance of these purposes, Global Energy Alliance supports initiatives and projects that advance equitable energy transition across the emerging and developing world.

1.2 These Standard Grant Terms and Conditions ("**Standard Grant Terms**") set forth the general legal, compliance, and administrative requirements applicable to grants awarded by the Global Energy Alliance. These Standard Grant Terms are incorporated by reference into each grant agreement entered into between Global Energy Alliance and a Grantee (each, a "**Grant Agreement**") and form an integral part of such Grant Agreement. These Standard Grant Terms are intended to apply uniformly across grants and are not subject to modification, except as expressly agreed in writing by Global Energy Alliance. Any deviation from these Standard Grant Terms must be expressly stated in the Grant Agreement.

1.3 In the event of any conflict or inconsistency between the Grant Agreement and these Standard Grant Terms, the terms of the Grant Agreement shall prevail solely to the extent of such conflict.

1.4 Capitalized terms used but not defined in these Standard Grant Terms shall have the meanings given to them in the Grant Agreement.

2. Use of Grant Funds

2.1 All Grant Funds, including any interest and other income earned thereon, must be reported in the Financial Reports required under the Grant Agreement and must be expended exclusively for charitable purposes within the meaning of Section 501(c)(3) of the IRC and solely for the purposes stated in the Grant Agreement ("**Grant Purpose**"). Grant Funds may not be expended for any other purpose.

2.2 The Grantee may not use Grant Funds to reimburse any expenses the Grantee incurred prior to the Effective Date of the Grant Agreement.

2.3 Any Grant Funds not expended or committed for the purposes of the Grant in accordance with the terms of the Grant Agreement must be returned promptly to Global Energy Alliance within thirty (30) days of the expiration or termination of the Grant Agreement. Global Energy Alliance reserves the right, in its discretion, to offset any unspent Grant Funds (including interest earned) from future disbursements.

2.4 Any foreign exchange gains resulting from the conversion of Grant Funds must be treated as part of the Grant Funds and used solely for the Grant Purpose. Any foreign

exchange losses incurred during implementation are the responsibility of the Grantee and may not be recovered from Global Energy Alliance under the Grant Agreement. The Grantee shall report all foreign exchange gains or losses in its Financial Reports to Global Energy Alliance.

3. Eligible Expenditures

3.1 Expenditures eligible to be financed under the Grant Agreement must: (i) further the Grant Purpose; (ii) reflect reasonable cost of goods, works or services required for the Project; (iii) be covered by the relevant Proposal and Budget; (iv) be procured in accordance with the procurement plan approved by Global Energy Alliance or in accordance with Global Energy Alliance's Procurement Policy; (v) be incurred within the Project Implementation Period (except winding-up costs incurred after the Project Completion Date and before the Grant Closing Date); (vi) not involve any payment that may constitute a Prohibited Practice; (vii) be supported by sufficient documentation (including proof of receipt, delivery, or completion of services, as applicable); and (viii) be subject to review, verification, and audit by Global Energy Alliance.

3.2 Vehicles are not an eligible expenditure under the Grant Agreement.

3.3 The Grantee's operating costs/indirect costs must be reasonable and must not exceed fifteen percent (15%) of the total direct costs.

3.4 For the procurement of any goods, services, or works with an individual value exceeding Ten Thousand US Dollars (USD 10,000), the Grantee shall promote competition and obtain best value for money, including, to the extent practicable, soliciting multiple quotations, bids, or proposals from qualified vendors and maintaining records of such efforts. All such procurements shall be adequately documented and made available for review by Global Energy Alliance upon request.

4. Capital Assets

4.1 To the extent that Grant activities require the Grantee to purchase, obtain, create or construct any capital assets using the Grant Funds (such assets referred to as "**Capital Assets**"), the Grantee covenants that it will use such Capital Assets strictly in accordance with the Grant Purpose and for the intended charitable activities.

4.2 For the duration of the useful life of any Capital Assets: (i) the Grantee shall not convert any Capital Asset into other property or for uses that are not recognized as charitable within the meaning of Section 501(c)(3) of the IRC; (ii) Grantee shall, by no later than December 31 of each year, deliver a written report to Global Energy Alliance confirming the ongoing charitable use of such Capital Assets during the Grant Term; and (iii) the Grantee shall not sell or dispose of any Capital Assets without Global Energy Alliance's prior written approval.

4.3 In the event that any Capital Asset can no longer be used for its intended charitable purposes, the Grantee shall promptly notify Global Energy Alliance thirty (30) days

before the Grant Closing Date. Grantee shall dispose of such Capital Asset in accordance with a disposition plan approved by Global Energy Alliance and shall comply with any further requirements or instructions prescribed by Global Energy Alliance with respect to the disposition of such Capital Asset and shall fully cooperate with Global Energy Alliance in connection therewith. Without limiting the foregoing, Global Energy Alliance may direct Grantee to: (i) sell the Capital Asset and transfer to Global Energy Alliance its pro rata share of the proceeds (based on the percentage of acquisition/construction cost contributed by Global Energy Alliance); (ii) transfer the Capital Asset to another organization upon instruction of Global Energy Alliance; or (iii) refund to Global Energy Alliance any Grant Funds used to acquire, obtain, create or construct the Capital Asset.

5. Budget and Reallocation

5.1 The Budget attached to the Grant Agreement forms an integral part of the Grant Agreement and outlines the allocation of Grant Funds for the implementation of the Project. Each budgeted item shall be aligned with the activities and objectives outlined in the Proposal to ensure efficient and responsible use of Grant Funds exclusively for the Grant Purpose.

5.2 The Grantee warrants that all costs included in the Budget are necessary, reasonable, and directly related to achieving the Project objectives. The Grantee shall ensure that the Budget adheres to applicable laws, regulations, and best practices governing U.S. 501(c)(3) public charities, including that Grant Funds are not allocated to prohibited expenditures such as lobbying, political activities, or other non-charitable purposes. All amounts in the Budget must be presented in U.S. dollars.

5.3 The Grantee may not add new cost items or amend the Budget without submitting a written request and receiving Global Energy Alliance's prior written consent. The Grantee may reallocate funds among Budget Cost Categories (as defined in in the Budget) provided that the reallocation: (i) does not affect, alter, or modify the Grant Purpose or completion and submission of deliverables; and (ii) does not exceed twenty percent (20%) of any Budget Cost Category or One Hundred Thousand US Dollars (USD 100,000), whichever is lower.

5.4 The Grantee acknowledges that the Budget serves as the framework for monitoring, evaluation, and reporting on the use of Grant Funds, and that Global Energy Alliance reserves the right to review the Budget periodically to ensure its continued relevance and effectiveness in supporting the Project's objectives.

6. Disbursement of Grant Funds

6.1 Global Energy Alliance will disburse the Grant Funds in one or more installments. Each installment is contingent upon (i) the Grantee's submission of a disbursement request in a form and with information reasonably prescribed by Global Energy Alliance; (ii) satisfactory progress toward achieving the Grant Purpose as determined by Global Energy Alliance, including satisfaction of any milestones and submission of deliverables; (iii)

compliance with the Grant Agreement, including timely submission of required Reports; and (iv) no material changes in Grantee's operations, staffing, funding, structure, or tax-exempt status (if applicable) that would adversely affect its ability to carry out the Grant Purpose. Global Energy Alliance will consider the Grantee's cash position, including unexpended funds, when determining the timing and amount of disbursement.

6.2 If milestones, deliverables, or Reports are not achieved or delivered by the applicable due date, Global Energy Alliance may exercise its rights under the Grant Agreement, including suspending, modifying, or discontinuing payments, revoking the Grantee's authority to obligate Grant Funds, and/or terminating the Grant Agreement. Global Energy Alliance may request and examine documentary evidence on payments made by the Grantee prior to further disbursements.

7. Accounts and Reporting

7.1 The Grantee must maintain separate records and financial accounts with respect to the Grant Funds and shall prepare financial statements in accordance with international accounting standards. Grantee shall submit periodic Narrative and Financial Reports and comply with the Reporting Guidelines provided under the Grant Agreement.

7.2 The Grantee shall submit to Global Energy Alliance Annual Audited Financial Statements for each of the financial years covered by any part of the Grant. Such statements must be signed by the Grantee's Finance Officer on behalf of the Grantee and certified by the Grantee as a true reflection of Grantee's finances for the appropriate period and must show the Grant as a separate item of income. One copy bearing original signatures, together with any necessary certificates and an up-to-date inventory, must be submitted to Global Energy Alliance within three (3) months of the end of the Grantee's financial year.

8. Monitoring, Evaluation and Learning ("MEL")

8.1 Global Energy Alliance may monitor and conduct one or more evaluations of the Grantee's use of the Grant Funds, performance of the Project, and compliance with the Grant Agreement, including review of MEL data, site visits, discussions with personnel, and review of records and materials (including financial records). The Grantee shall cooperate fully and promptly provide information reasonably requested by Global Energy Alliance.

8.2 The Grantee shall establish and report against Key Performance Indicators ("**KPIs**") and impact targets that are appropriate to the Project objectives and intended impact outcomes. To the extent practicable, such KPIs and impact targets shall draw on data and indicators already collected and maintained by the Grantee. Where such existing data or indicators are insufficient for purposes of monitoring and evaluating the Project, the Grantee shall collect and report such additional data and indicators as may be agreed with Global Energy Alliance. The Grantee shall share with Global Energy Alliance such data and information relating to the Project's activities, performance, outcomes and impact as Global Energy Alliance may reasonably request from time to time, including data underlying or

supporting the KPIs and impact targets. All such data sharing shall be conducted in compliance with applicable laws and, where applicable, any data sharing agreement entered between the parties. The Grantee shall reasonably cooperate with Global Energy Alliance in connection with its monitoring, evaluation, learning, and impact measurement activities.

8.3 To the extent that the Grantee calculates the Project's expected or actual impact in areas such as carbon reduction, clean energy access, and job creation or improvement, the Grantee shall, upon request, share with Global Energy Alliance the applicable calculation model, including assumptions and methodologies used to quantify impacts, with clear and traceable calculations supporting projected outcomes.

8.4 Any deviations from established KPIs and impact targets must be documented and justified and submitted to Global Energy Alliance for review and approval prior to implementation; approval is at Global Energy Alliance's discretion and must be in writing. Grantee shall ensure that KPI data are accurate, verifiable, and submitted in accordance with the Grant Agreement.

8.5 The Grantee shall participate in Global Energy Alliance's knowledge-sharing activities by contributing lessons learned, case studies, and other relevant data. MEL-related information shared by Grantee may be used for internal evaluation, reporting, and learning purposes.

9. Sub-granting

9.1 Unless otherwise permitted in the Grant Agreement, the Grantee shall not sub-grant the Grant Funds, in whole or in part, without the prior written consent of Global Energy Alliance. If and to the extent that the Grantee sub-grants the Grant Funds, the Grantee shall conduct risk-based due diligence on the prospective sub-grantee, considering the nature, scope, location, and value of the proposed sub-grant and such other relevant risk factors. Such due diligence shall include, as applicable and appropriate based on relevant risks, the following, together with such other due diligence requirements as Global Energy Alliance may communicate to the Grantee from time to time:

(a) verification of the sub-grantee's legal existence and authority to operate in the applicable jurisdiction;

(b) confirmation that the sub-grantee has obtained, or will obtain before commencing activities, all material approvals, registrations, permits, licenses, and governmental authorizations required to receive the Grant Funds and carry out its portion of the Project;

(c) screening of the sub-grantee, and where appropriate based on risk, its key officers, directors, trustees, and controlling persons against applicable sanctions and terrorist watch lists;

(d) assessment of the sub-grantee's capacity to implement the proposed activities and to appropriately manage and account for the Grant Funds; and

(e) review the sub-grantee's policies, procedures, and controls relating to financial management, anti-corruption, fraud prevention, conflicts of interest, and safeguarding, to the extent appropriate.

Global Energy Alliance may, based on the nature or level of risk associated with a proposed sub-grant or sub-grantee, require the Grantee to undertake additional or enhanced due diligence or other risk mitigation measures as a condition to approving or continuing such sub-grant. Upon request by Global Energy Alliance, the Grantee shall promptly provide details of the due diligence conducted in respect of any prospective or existing sub-grantee, together with supporting documentation or other evidence reasonably requested by Global Energy Alliance to demonstrate such due diligence and the Grantee's compliance with any additional due diligence or other requirements imposed by Global Energy Alliance in connection with such sub-grantee or sub-grant.

9.2 Each sub-grant agreement shall include provisions under which the sub-grantee represents and covenants that it is in compliance, and will remain in compliance, with all laws, rules, and regulations that are applicable to the Project and with the Grantee's obligations under the Grant Agreement to the extent applicable to the sub-grantee's activities.

9.3 The Grantee shall remain accountable to Global Energy Alliance for the fulfilment of obligations with respect to any portion of the Grant Funds sub-granted and any portion of the Project undertaken by any sub-grantee. The Grantee shall implement reasonable monitoring procedures for each sub-grant to ensure that the Grant Funds are used solely for the Grant Purpose and in compliance with applicable law, the terms of the applicable sub-grant agreement, these Standard Grant Terms and the Grant Agreement. The Grantee shall promptly notify Global Energy Alliance of any material breach of a sub-grant agreement, misuse or diversion of Grant Funds, fraud, corruption, sanctions-related concern, or other circumstance that could materially impair the achievement of the Grant Purpose. The Grantee shall take appropriate corrective action, which may include requiring remedial measures, suspending or terminating the sub-grant, recovering improperly used funds, or pursuing such other actions as are reasonably necessary to protect the Grant Purpose and Global Energy Alliance's reputation.

9.4 The Grantee shall maintain complete and accurate records evidencing the due diligence conducted on each sub-grantee, all approved sub-grants funded in whole or in part with the Grant Funds, all executed sub-grant agreements and any amendments thereto, and all reports, financial records, monitoring documentation, correspondence, and other materials relating to the administration and oversight of such sub-grants. The Grantee shall retain such records in accordance with the retention requirements under clause 12 of these Standard Grant Terms and shall provide copies of such records to Global Energy Alliance upon reasonable request.

10. Intellectual Property

10.1 Grantee shall submit to Global Energy Alliance copies of all publications, studies, research, or other information or materials funded by or resulting from the Grant (the "**Works**"). Grantee hereby grants Global Energy Alliance an irrevocable, perpetual, non-exclusive, sublicensable, transferable, worldwide, royalty-free license to use, reproduce, create derivative works of, publicly display and perform the Works for non-commercial charitable and educational purposes in all media now known or later developed.

10.2 Grantee represents and warrants that it owns or has necessary licenses to all rights to the Works and is able to grant the rights granted to Global Energy Alliance. Grantee represents and warrants that the Works are original except for third-party material for which Grantee has obtained (or will obtain, at its expense) irrevocable, perpetual, non-exclusive, sublicensable, transferable, worldwide, royalty-free licenses necessary to incorporate and use such material and to grant the foregoing license to Global Energy Alliance. Grantee represents and warrants that the Works do not and will not contain any obscene or libelous matter, infringe intellectual property or personal rights, or otherwise violate law. Grantee will indemnify and hold Global Energy Alliance, its licensees and assigns, harmless from claims arising from breach or alleged breach of these representations, warranties, and covenants.

11. Suspension and Termination

11.1 Global Energy Alliance may, upon written notice to Grantee, suspend Grant payments, suspend the Grantee's authority to incur expenses and/or terminate the Grant, in whole or in part, if:

(a) Global Energy Alliance determines in its sole discretion that Grantee has breached or failed to comply with any term of the Grant Agreement or these Standard Grant Terms, or is not able to carry out or accomplish the Grant Purpose;

(b) there is a change in key personnel of Grantee or other material changes in operations, staffing, funding, structure, or tax-exempt status (if applicable), or any other event that Global Energy Alliance determines would adversely affect Grantee's ability to carry out the Grant Purpose or have a Material Adverse Effect (as defined below);

(c) any necessary governmental approval is withdrawn, withheld, revoked, cancelled or otherwise terminated;

(d) there is a breach or failure to comply with any Representations, Warranties, or Covenants; or

(e) there are allegations of unlawful or improper acts by Grantee or related parties, including fraud, abuse, embezzlement, corruption, bribery, a sanctions violation, and/or theft or any act that would adversely impact the reputation of Global Energy Alliance.

11.2 Each event described in clause 11.1 is a "**Termination Event**". "**Material Adverse Effect**" means any event, condition, or change that materially and adversely affects or could reasonably be expected to materially and adversely affect the assets, liabilities, operations, financial conditions, business model, or reputation of the Grantee.

11.3 Grantee shall promptly notify Global Energy Alliance of the occurrence of a Termination Event or any circumstance that would give rise to a Termination Event.

11.4 Upon termination, Grantee will promptly return within thirty (30) days of the termination date any Grant Funds not expended or committed in accordance with the Grant Agreement, and Global Energy Alliance will have no further obligation to provide funds. At the request of Global Energy Alliance, Grantee will provide, at Grantee's expense, a copy of all Works within thirty (30) days of Global Energy Alliance's request.

12. Recordkeeping

Grantee will maintain accurate and complete records of receipts and expenditures of the Grant Funds for a period of at least 10 (ten) years after the Grant Funds have been fully expended. Upon request, Grantee will make its books and records available to Global Energy Alliance for inspection at reasonable times.

13. Prohibited Practice

Grantee agrees that it will not use any Grant Funds in connection with activities intended:

(a) to influence foreign, national, state, or local legislation, including direct lobbying and grassroots lobbying within the meaning of U.S. federal tax law and regulations;

(b) to participate or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of (or in opposition to) any candidate for public office;

(c) to influence the outcome of any election for public office; or

(d) to support or promote ideologies, activities, or organizations which are in opposition to Global Energy Alliance's charitable purpose.

14. Anti-Terrorism

14.1 Consistent with U.S., U.K. (including England and Wales, Scotland and Northern Ireland), and international anti-terrorism laws, rules and regulations and applicable United Nations Security Council resolutions, Grantee represents that, to the best of its knowledge, it has not provided and will take all steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

14.2 Grantee agrees that it shall use every effort to ensure that Grant Funds are not used to engage in, support or promote violence, terrorist activity or related training of any kind and will take all appropriate precautions and institute all procedures necessary to prevent any portion of the Grant Funds from being so used.

15. Anti-Bribery and Anti-Corruption

15.1 Grantee will, and will ensure that its directors, officers, managers, employees, independent contractors, representatives and agents will, comply strictly with the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the U.K. Bribery Act 2010 ("**UKBA**"), and all relevant anti-bribery and anti-corruption laws or regulations existing in any other country applicable to performance under the Grant Agreement (including, the Project Location identified in the Grant Agreement).

15.2 During the Grant Term, the Grantee shall not pay, offer, give or promise to pay or give, any monies or other thing of value, directly or indirectly to:

(i) any officer or employee of any government or any department, agency, or instrumentality thereof;

(ii) any person acting for or on behalf of any government, or any department, agency, or instrumentality thereof;

(iii) any political party or official thereof;

(iv) any candidate for political office;

(v) any officer, employee, or person acting for or on behalf of any public international organization; or

(vi) any other person or entity at the suggestion, request, or direction of, or for the benefit of, any of the foregoing.

15.3 During the Grant Term, Grantee shall not:

(i) pay or give anything of value, directly or indirectly, to a foreign public official intending to influence the official in that capacity to obtain or retain an advantage in the course of business;

(ii) offer, promise, or give a financial or other advantage to any person intending to induce improper performance of a relevant function or activity, or to reward improper performance; or

(iii) request, receive, or accept a financial or other advantage intending that, in consequence, a function or activity should be performed improperly.

15.4 Without limiting the foregoing, the Grantee shall maintain and implement bribery prevention procedures that are proportionate to its bribery risks and that include: (i)

commitment to preventing bribery; (ii) periodic, informed, and documented risk assessments; (iii) due diligence of sub-grantees and relevant third parties; (iv) communication and training; and (v) monitoring and review.

15.5 The Grantee shall promptly and fully reimburse the Global Energy Alliance for any funds misappropriated or mishandled through an act of fraud or corruption or any other financial irregularities by its personnel, contractors, sub-contractors, grantees agents or any other individual or entity acting as a representative of the Grantee in relation to the exercise of activities under this Agreement.

16. Sanctions Compliance

16.1 Grantee represents that it is currently in compliance with, and will remain in compliance with, all laws, regulations, and executive orders applicable to the Grant as they pertain to the sanctions laws administered by the United Nations Security Council, the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), the U.K. Office of Financial Sanctions Implementation ("**OFSI**"), and any other jurisdictions in which Grantee operates, as such laws may be amended from time to time (collectively the "**Sanctions Laws**").

16.2 Grantee will not use, disburse, or transfer any portion of the Grant Funds in any way that directly or indirectly benefits or supports the activities of any persons or entities included in the OFAC Specially Designated Nationals list or other OFAC lists, the U.K. Sanctions List, or any United Nations sanctions list, or that directly or indirectly violates, or supports, or facilitates the violation of any Sanctions Laws.

17. Other Representations, Warranties and Covenants

17.1 Grantee represents and warrants as of the Effective Date and covenants throughout the Grant Term that:

(i) it is duly organized and in good standing in its jurisdiction and has power to conduct its business and enter into and comply with the Grant Agreement;

(ii) it is in compliance with all applicable laws, rules, regulations, and orders of the United States and any other jurisdiction governing Grantee or its activities, and it maintains (or will obtain and maintain or verify) all licenses, permits, approvals, decrees, certifications, or other authorizations required to perform Grant-funded activities; and

(iii) it is not engaged in, or subject to, material litigation, arbitration, administrative or regulatory compliance proceeding, or investigations pending or threatened to its knowledge and is not aware of facts likely to give rise to such matters.

17.2 The Grantee represents and warrants that execution, delivery, and performance of the Grant Agreement will not contravene any applicable law, conflict with agreements to which it is a party, or violate its constitutional documents, and that it is not insolvent or subject to bankruptcy or similar proceedings.

17.3 Grantee represents and warrants that no official or employee of Global Energy Alliance (or its affiliates) has received any direct or indirect benefit in connection with the Grant, and that all materials and information provided to Global Energy Alliance are true, complete, and correct in all material respects and do not contain any material misstatements or omissions.

18. Confidentiality and Data Protection

18.1 In the course of the implementation of this Grant, Grantee may have access to or be exposed to Global Energy Alliance's (or its affiliates') confidential information, including information relating to Global Energy Alliance programs, financial information, grant making processes and proprietary information ("**Confidential Information**"). Confidential Information does not include information that was in the public domain prior to disclosure by Global Energy Alliance or becomes part of the public domain other than by breach of the Grant Agreement by Grantee.

18.2 Grantee agrees to use reasonable measures to keep Confidential Information confidential and shall not disclose Confidential Information to any third-party without the prior written consent of Global Energy Alliance. A breach of confidentiality may result in the termination of the Grant Agreement.

18.3 In connection with the Project and the performance of its obligations under the Grant Agreement, the Grantee shall comply with all applicable laws and regulations relating to privacy, data protection and data security ("**Data Protection Laws**").

The Grantee shall collect, use, process, store, disclose and otherwise handle personal data only to the extent necessary and appropriate for the Project and in accordance with applicable Data Protection Laws. The Grantee shall maintain reasonable and appropriate administrative, technical and organizational safeguards designed to protect personal data against unauthorized or unlawful access, use, disclosure, alteration, loss or destruction, taking into account the nature and sensitivity of personal data concerned.

Where the Grantee shares personal data with Global Energy Alliance pursuant to the Grant Agreement, the Grantee shall ensure that it is lawfully permitted to do so and shall provide any required notices and obtain any required consents or other authorizations as may be required under applicable Data Protection Laws. The parties shall comply with any additional data protection or data sharing requirements agreed between them in writing from time to time.

The Grantee shall notify Global Energy Alliance without undue delay upon becoming aware of any actual or reasonably suspected unauthorized access to, acquisition, use or disclosure of personal data relating to the Project that materially affects, or is reasonably likely to materially affect, Global Energy Alliance or the Project, and shall reasonably cooperate with Global Energy Alliance in connection with the investigation, mitigation, and remediation of such incident and compliance with any applicable legal or regulatory requirements.

19. Communications and Use of Name and Marks

19.1 Grantee must obtain prior written consent from Global Energy Alliance before including the Project or Grant activities in any publications, press releases, talks, interviews, audio broadcasts and recordings, films/video, and similar communications. In approved publications, Grantee will acknowledge Global Energy Alliance's support appropriately.

19.2 Any other use of Global Energy Alliance's name or marks is subject to the prior written consent of Global Energy Alliance. Global Energy Alliance may include information relating to the Grant, including the name of Grantee, on its website and in its periodic public reports, press releases and other public communications, tax returns, public disclosures and other materials.

20. Compliance with Law

20.1 As of the date of the Grant Agreement and at all times during the Grant Term, Grantee is, and will remain in compliance with all applicable laws, rules, regulations and orders of the United States, Project Location jurisdiction identified in the Grant Agreement, any state, and any other jurisdiction that governs Grantee or its performance of the project(s) described in the Grant Agreement. Grantee will obtain and maintain or verify all licenses, permits, approvals, decrees, certifications or other authorizations that may be required to perform activities funded by the Grant.

20.2 Grantee hereby represents that it, and any sub-grantees, contractors and sub-contractors, are in compliance with all laws, rules and regulations that are applicable to the Project funded by Grant Funds. The Grantee further covenants that it, and any of its sub-grantees, contractors and sub-contractors, will remain in compliance for the duration of the Grant Term and for as long thereafter as required by applicable law. The Grantee acknowledges that Global Energy Alliance's Grant is made in reliance on this representation and covenant.

21. Environmental and Social Reporting and Compliance

21.1 The Grantee shall ensure that all activities funded by the Grant comply with applicable environmental and social laws, regulations, and best practices. The Grantee shall implement the Project in a manner that minimizes adverse environmental and social impacts and promotes sustainability, gender equality, diversity and inclusion. The Grantee shall comply with any additional environmental and social requirements applicable to the Project under the Grant Agreement.

21.2 The Grantee shall (i) identify, assess, and mitigate any environmental or social risks or impacts associated with the Project; (ii) incorporate appropriate environmental and social safeguards into the Project's design and implementation to align with Global Energy Alliance's sustainability objectives; and (iii) promptly report any significant environmental or social incidents, including grievances raised by stakeholders, to Global Energy Alliance and provide a detailed plan for addressing such issues.

21.3 The Grantee shall monitor and report on environmental and social matters relating to the Project in accordance with the Grant Agreement and Reporting Guidelines. Material environmental or social incidents, risks, or issues shall be reported to Global Energy Alliance promptly as they arise and not deferred to periodic reporting.

22. No Liability

Grantee agrees that Global Energy Alliance shall not be liable to Grantee or any third party for losses, damages, claims, or other liabilities arising out of Grantee's activities or the activities of the Grantee's sub-grantees, contractors, and/or subcontractors. It is expressly understood that Global Energy Alliance, by making this Grant, has no obligation to provide other or additional support to Grantee for the project(s) described in the Grant Agreement or for any other purposes.

23. Indemnification

The Grantee will indemnify, defend, and hold harmless Global Energy Alliance, its affiliates, and each of Global Energy Alliance's and its affiliates' officers, directors, trustees, employees, and agents ("**Indemnified Parties**") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising out of or relating to the acts or omissions, actual or alleged, of the Grantee or the Grantee's employees, sub-grantees, contractors, subcontractors, contingent workers, agents, and affiliates with respect to the Project, the Grant, or the Grant Agreement. The Grantee agrees that any activities by Global Energy Alliance in connection with the Project, such as its review or proposal, input, or suggested modifications to the Project, will not modify or waive Global Energy Alliance's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim.

24. Insurance

The Grantee will procure and maintain through the Grant Term, and for not less than two (2) years thereafter, at Grantee's sole cost and expense, insurance coverage sufficient to cover the activities, risks, and potential omissions arising from the Project in accordance with generally accepted industry standards and as required by law. The Grantee will ensure that their sub-grantees, contractors, and subcontractors maintain insurance coverage consistent with this provision.

25. Information Undertakings

The Grantee shall provide Global Energy Alliance:

(i) promptly upon becoming aware, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against Grantee, and which might, if adversely determined, have a Material Adverse Effect;

(ii) promptly upon becoming aware, the departure or imminent departure of any key personnel involved in the operation or management of Grantee's business or the Project, which may have a Material Adverse Effect;

(iii) promptly following any amendment to Grantee's constitutional documents, a notification of the details of such amendment together with complete copies of each amended constitutional document;

(iv) promptly, following any changes in the ownership interests and/or shareholding in the Grantee, a notification of the details of such change;

(v) promptly upon becoming aware, details of any social, labor, health and safety, security or environmental event or circumstances which may have a Material Adverse Effect; and

(vi) promptly, such further information regarding Grantee's financial condition, business and operations as Global Energy Alliance may reasonably request.

26. Dispute Resolution

26.1 In the event of any disagreement, dispute, or claim arising from or related to the suspension or termination of the Grant Agreement, the parties shall endeavor to resolve the matter amicably through an internal dispute resolution mechanism. The party raising the dispute (the "**Initiating Party**") shall notify the other Party in writing, detailing the nature of the dispute, relevant facts, and relief sought (the "**Dispute Notice**"), within fifteen (15) days of the event giving rise to the dispute. Upon receipt of the Dispute Notice, the parties shall engage in good-faith negotiations to resolve the matter, with each party designating a representative with decision-making authority to participate in discussions. Negotiations shall commence within thirty (30) days of the Dispute Notice and continue for a period of no more than thirty (30) days, unless otherwise agreed in writing.

26.2 If negotiations fail, Grantee may request an internal review by Global Energy Alliance by submitting a formal written request with supporting documentation within fifteen (15) days of the conclusion of negotiations. The internal review shall be conducted by a panel of Global Energy Alliance representatives not directly involved in the disputed decision. Global Energy Alliance shall complete the review and issue a written decision, including findings and any proposed resolutions, within thirty (30) days of receiving the request for review.

26.3 If the internal review does not result in a resolution acceptable to both parties, the parties may mutually agree to submit the dispute to mediation facilitated by a neutral third-party mediator. Mediation shall occur within sixty (60) days of the parties' agreement to mediate, with each party bearing its own costs and sharing the mediator's fees equally.

26.4 The initiation of this dispute resolution mechanism shall not preclude Global Energy Alliance from exercising its rights to suspend or terminate the Grant Agreement under the terms set forth herein. Suspension or termination during the dispute resolution process shall

remain final unless overturned by mutual agreement. If the dispute remains unresolved after the internal review or mediation process, either party may pursue remedies available under applicable U.S. law, with any legal action or proceeding brought exclusively in the courts of the State of New York, applying its laws without regard to conflicts of law principles. All communications, documentation, and discussions related to this dispute resolution process shall remain confidential and may not be used as evidence in any subsequent legal proceedings unless otherwise required by law or agreed upon by the parties.

27. Miscellaneous

27.1 Language. All deliverables, reports, invoices, and any other documents submitted by the Grantee pursuant to the Grant Agreement shall be prepared and submitted in the English language.

27.2 Severability. The invalidity or unenforceability of any provision of this Standard Grant Terms or the Grant Agreement will not affect the validity or enforceability of any other provision, and each provision will be severable and enforceable to the extent permitted by law.

27.3 Survival. Any provision of this Standard Grant Terms and the Grant Agreement that, by its nature, purpose, or explicit terms, is intended to survive the expiration or termination of the Grant Agreement shall remain in full force and effect.

27.4 Assignment. Grantee may not assign the Grant Agreement or any rights under it without Global Energy Alliance's prior written consent. Any attempted assignment in violation of this provision will be null and void. The Grant Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

27.5 No Waiver. No waiver or amendment of any of the provisions or conditions of these Standard Grant Terms, the Grant Agreement or any of the rights of a party hereto shall be effective or binding unless such waiver or amendment is in writing and signed by the party claimed to have given or consented thereto. Any failure by a party to require strict performance of any of the provisions of the Grant Agreement will not constitute a waiver of the provision and will not affect that party's right to require strict performance in the future.

27.6 Governing Law and Jurisdiction. The Grant Agreement and all matters or disputes arising out of the Grant Agreement are governed by and should be construed in accordance with the laws of the State of New York, USA without giving effect to any conflicts of law principles. The parties (i) agree to bring any dispute between them relating to the Grant Agreement exclusively in the state and federal courts located in New York County in the State of New York, USA; (ii) consent to the exclusive jurisdiction and venue to those courts; and (iii) waive any objection to such venue based on grounds of *forum non conveniens.*