



Charter of the GEN3 6T Alliance

Recognizing the innovative potential of the Generation 3 Lithium-ion 6T (GEN3 6T) Battery technology and the strategic importance of diversifying its manufacturing base within the US and abroad, the undersigned entities hereby establish the GEN3 6T Alliance (hereinafter referred to as “the Alliance”). This charter outlines the objectives, principles, membership structure, governance, and operational framework of the Alliance.

Article I: Name

The name of this organization shall be the **GEN3 6T Alliance**.

Article II: Objectives

The primary objective of the GEN3 6T Alliance is to remove significant barriers to entry for members by leveraging the GEN3 6T battery qualified to MIL-PRF-32565 and supported by a US-based manufacturer. Secondary objectives include:

- Creating resilience for the US military through diversified li-ion 6T manufacturing base, ensuring a future-proofed product that drives durability and supports the next generation of military hardware.
- Supporting the collaboration between manufacturers and technology leaders seeking to enter the lithium-ion 6T battery space.
- Creating a robust and diverse manufacturing ecosystem for the (GEN3 6T) Battery.
- Establishing a self-sustaining financial model for the Alliance through membership fees and optional service fees.

Article III: Principles

The Alliance shall operate based on the following principles:

- **Quality and Standardization:** Maintaining MIL-PRF-32565 for all products utilizing the GEN3 6T Battery technology.
- **Collaboration:** Fostering a collaborative environment for knowledge sharing and mutual support among members.
- **Sustainability:** Ensuring the long-term viability and durability of the GEN3 6T Battery technology and its manufacturing base.
- **Optional Exclusivity during Membership:** In addition to the annual fee, which gives members access to the engineering definition and usage rights to the government-licensed Technical Data Package (including the battery case, Battery Management System (BMS) card and BMS software), members can optionally add on a license to UEC Advanced Electronics’ (hereinafter referred to as “UEC”) exclusive TDP for GEN3 6T.
- **Discontinuation of Use:** Members will cease all use of the GEN3 6T Battery technology and derived products upon membership expiration.

- **Ownership of Intellectual Property:** Ownership of all intellectual property associated with the GEN3 6T Battery technology, including but not limited to background, foreground, improvements, and derivative works, remains solely with UEC unless explicitly assigned by separate written agreement.

Article IV: Membership

Section 4.1: Eligibility

Membership in the Alliance is open to manufacturers and technology leaders within the United States, or in allied nations approved by UEC if they demonstrate:

- A commitment to adhering to MIL-PRF-32565 for the GEN3 6T Battery technology.
- The technical capability to design, manufacture or integrate technology for the GEN3 6T Battery.
- A willingness to comply with the terms of this Charter and any associated agreements.

Section 4.2: Membership Packages

The Alliance will offer multiple membership packages, each with their own benefits and fee structures. Package 1 is required for all members, packages 2 through 5 may be added individually as required. The membership packages will be as follows:

- 1) Annual Base Membership (Required for all members)
 - Access to Technical Data Package for GEN3 6T case, Battery Management System circuit card assembly, and software.
 - Rights to use GEN3 6T MIL-PRF-32565 qualified case, Battery Management System circuit card assembly, and software.
 - Managed updates of the Technical Data Package for GEN3 6T case, Battery Management System circuit card assembly, and software.
- 2) UEC Exclusive TDP Usage
 - Access to Technical Data Package for GEN3 6T components other than case, Battery Management System circuit card assembly, and software.
 - Rights to use MIL-PRF-32565 qualified GEN3 6T components other than case, Battery Management System circuit card assembly, and software.
 - Managed updates of Technical Data Package for GEN3 6T components other than case, Battery Management System circuit card assembly, and software.
- 3) GEN3 6T Engineering Support
 - UEC Engineering Support for incorporating partner products into GEN3 6T
 - On-site testing at UEC Charleston.
- 4) Delta Qualification Support
 - UEC Engineering Support for Delta Qualification using USG licensed and/or UEC exclusive TDP.
- 5) GEN3 6T US Domestic Manufacturing by UEC in Charleston, South Carolina, or other UEC owned or affiliated facility.

Section 4.3: Membership Fees

Members shall be required to pay an annual membership fee (\$TBD). Fees will be determined and made available to prospective members. UEC may revise membership fees and optional service fees annually at its sole discretion upon thirty (30) days' written notice to members. Continued membership for a period of thirty (30) days after any fee adjustment shall constitute acceptance of such fee adjustment. Membership fees and licensing terms for non-U.S. entities may vary to account for export compliance, currency, and service delivery considerations, and will be determined on a case-by-case basis by UEC. Fees may include:

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| • Membership Fee (Required) | \$15,000.00 per annum |
| • UEC TDP Licensing fee | Per content required |
| • GEN3 6T Support Fee | Per content required |
| • Delta Qualification Support | Per content required |
| • GEN3 6T Domestic Manufacturing by UEC | Per content required |

Section 4.4: Rights and Responsibilities of Members

Rights:

- Access to the GEN3 6T Battery engineering definition, and usage rights of the government-licensed Technical Data Package, including the battery case, Battery Management System (BMS) card and BMS software.
- Access to support services as defined by membership level and optional fee selections.
- Opportunities to collaborate with GEN3 6T Alliance members and UEC.
- The ability to contribute to the development of the GEN3 6T Battery technology, subject to approval by UEC.

Responsibilities:

- Adherence to MIL-PRF-32565 and associated quality documents.
- Use of components and supply-chain only as defined in the qualification documentation for the GEN3 6T battery.
- Compliance with data sharing controls defined in the GEN3 6T Alliance non-disclosure Agreement.
- Payment of membership fees and any selected optional fees.
- Compliance with the terms of the GEN3 6T Battery technology licensing agreement.
- Compliance with all applicable U.S. export control laws and regulations, including ITAR and EAR, and with any specific conditions imposed by UEC in connection with the member's country of domicile.
- Discontinuation of all use of the GEN3 6T Battery technology and derived products upon membership expiration.
- Maintaining the reputation and integrity of the Alliance.
- Execution of and compliance with the GEN3 6T Alliance Non-Disclosure Agreement, which is incorporated herein by reference.

- Certification within thirty (30) days of membership expiration that all use of GEN3 6T Battery technology and derived products has ceased, and that all related Technical Data Package materials have been destroyed or returned.
- Consent to audit by UEC for thirty six (36) months post-membership termination to verify compliance.

Section 4.5: Termination of Membership

Membership may be terminated under the following circumstances:

- Voluntary withdrawal by the member.
- Conclusion of the membership purchase order twelve (12) month period of performance without renewal.
- Failure to pay membership fees or other agreed-upon fees.
- Violation of the terms of this Charter or the GEN3 6T Battery technology licensing agreement.
- Conduct deemed detrimental to the Alliance by UEC.
- In the event of a breach involving unauthorized use of GEN3 6T Battery technology, UEC shall be entitled to injunctive relief without proof of irreparable harm and shall recover its reasonable attorneys' fees.

Article V: Licensing of the GEN3 6T Battery Technology

Section 5.1: Scope of License

The licensing of the GEN3 6T Battery technology includes access to:

- Technical specifications for the GEN3 6T Battery.
- Battery casing designs.
- Battery management card specifications.
- Battery software.
- The use of manufactured case, BMS card and software from suppliers defined in the qualified GEN3 6T Bill of Materials.

Section 5.2: Intellectual Property

UEC and its affiliate, Epsilor-Electric Fuel Ltd. ("Epsilor"), developed the UEC / GVSC contract 2024 Request for Prototype Proposals RPP 20-12 "UEC Electronics HVCM." The TDP does not include the harnesses, supplemental control cards, support structures, battery cell packs or other components or material not previously mentioned used in the construction of the GEN3 6T battery. The intellectual property for these items remains wholly owned by UEC and its affiliates and may be used to support members' concepts when mutually agreeable between UEC and the member.

Section 5.3: Member Contributions

Decisions regarding the integration of member-developed hardware or technology into the GEN3 6T Battery will be made solely at UEC's discretion in consultation with the contributing member. UEC retains sole discretion to accept or reject any member contributions. Fees for such integrations will be determined on a per-case basis.

Article VI: Governance

Section 6.1: Initial Leadership

The Alliance will initially be headed by UEC.

Section 6.2: Expansion of Membership

UEC plans to add at least two (2) members to the Alliance within the first year of operation.

Section 6.3: Decision-Making

UEC will retain ultimate decision-making authority regarding the operation and direction of the Alliance, including the admission of new members and the integration of member-developed technology. All decisions by UEC relating to the Alliance shall be final and binding upon all members and not subject to appeal or challenge.

Article VII: Amendments

This Charter may be amended by UEC as deemed necessary. Continued membership for a period of thirty (30) days after an amendment's effective date shall constitute acceptance of the amendment. If a member does not accept an amendment, it must voluntarily withdraw within thirty (30) days of the effective date.

Article VIII: Governing Law

This Charter shall be governed by and construed in accordance with the laws of the state of South Carolina, United States of America.

Article IX: Effective Date

This Charter shall become effective upon its adoption by UEC.

Signatures:

UEC By: James W Murray Jr

Title: Vice President Sales & Marketing

Date: 6/26/2025
