SAIL

Non-exclusive Trademark sub-licence

between:

SAIL BVBA

and

Company Name: JINING DENAICHI NEW ENERGY CO., LTD.

THIS AGREEMENT is made on Date: 4/07/2026

BETWEEN:

(1) Services to Associations and Industry in the Lubricants sector BVBA ("**SAIL**"), a Belgian private limited liability company (*société privée a responsabilité limitée/besloten vennootschap met beperkte aansprakelijkheid*), with registered office at 40 Rue Belliard, B-1040 Brussels, registered with the Crossroad Bank of Enterprises with number 0676.541.346 (the **"Sub-licensor"**).

Validly represented by the Manager.

(2) [] (the **"Sub-licensee"**) JINING DENAICHI NEW ENERGY CO., LTD.

Validly represented by RuiGangFeng

Job title: Manager

RECITALS:

(A) Association Technique de l'Industne Européenne des Lubrifiants ASBL, a non-profit association, with registered office at 14B Rue de la Science, B-1040 Brussels, registered with number 0750.488 604 ("**ATIEL**") represents European lubricants manufacturers and marketers and seeks to enhance the reputation of the lubricants industry by providing expert advice to regulators, industry partners and end-users, and by promoting superior standards of lubricant technology and performance.

(B) ATIEL's Code of Practice for development of engine lubricants meeting ACEA performance requirements is a key element of the European Engine Lubricants Quality Management System (the **"EELQMS"**).

(C) The EELQMS is a voluntary quality system for automotive engine lubricants that are designed to meet the minimum performance requirements of leading European vehicle manufacturers.

(D) ATIEL has appointed SAIL to provide services in the EELQMS support context and has granted SAIL quality control competencies.

(E) ATIEL has granted SAIL a trademark licence with the powers to sub-license.

(F) Sub-licensee is hereby awarded a trademark sub-licence on the terms set out in this Agreement.

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement and the recitals, the following words shall, unless the context requires otherwise, have the following meanings:

"ACEA Oil Sequences" means the sequences issued by the European Automobile Manufacturers Association ACEA, as updated from time to time (the version in effect at the date of signing this Agreement being the ACEA 2021 Oil Sequences), which define the minimum quality level/minimum standards for lubricants, with a self-certification system for making claims that the lubricant(s) meet(s) the ACEA performance requirements.

"EELQMS" means the European Engine Lubricants Quality Management System.

"Letter of Conformance" (LoC) means a letter whereby a company, making claims against the ACEA Oil Sequences is required by ACEA to submit a Letter of Conformance to ATIEL.

"Parties" means the parties to this Agreement, and **"Party"** means either of them,

"Trademarks" means the trademark applications and registrations owned by ATIEL as set out in Schedule 1, and the registered trademarks resulting from the pending applications.

1.2 In this Agreement, unless otherwise specified, reference to:

(a) recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to this Agreement. The schedules form part of the operative provisions of this Agreement and references to this agreement shall, unless the context otherwise requires, include references to the recitals and the schedules, and

(b) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2. GRANT OF SUB-LICENCE

2.1 Upon submission by the Sub-Licensee of a Letter of Conformance to ATIEL, the Sub-licensor authorises the Sub-licensee during the period of this Agreement a non-exclusive right to use the Trademarks on and for its goods covered by the Letter of Conformance.

2.2 This sub-licence is personal to the Sub-licensee and the benefit of it may not be assigned, sub-licensed or otherwise transferred.

2.3 The Sub-licensor hereby confirms that it has the authority and permission from ATIEL to sub-license the licensed rights to the Sub-Licensee. If, for any reason, the Sub-Licensor's license is revoked, then the Sub-Licensor shall indemnify and hold the Sub-Licensee harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with such revocation. This will not apply if this Agreement is terminated in accordance with article 7 below.

3. QUALITY CONTROL

SAIL shall monitor whether the Sub-licensee is in compliance with the submitted Letter of Conformance by inspecting the goods to which the Trademarks are or will be applied through an ongoing product survey.

4. USE OF THE TRADEMARKS

4.1 The Sub-licensee shall use the Trademarks as set out in Schedule 2 and SAIL shall monitor such use.

4.2 The use of the Trademarks by the Sub-licensee is (a) limited to the extent that a Letter of Conformance is submitted, (b) concurrent with the 12-month duration of the Letter of Conformance, unless this Agreement is otherwise terminated, (c) limited to the time during which the affected goods are deemed compliant (following quality control measures as identified sub clause 3), unless this Agreement is otherwise terminated.

4.3 The use of the Trademarks by the Sub-licensee shall at all times be in keeping with and seek to maintain their distinctiveness and reputation, and the Sub-licensee shall forthwith cease or cause to cease any use not consistent therewith as the Sub-licensor (whether or not at the direction of ATIEL) may reasonably require.

4.4 The Sub-licensee is prohibited to register any trademark similar or identical to the Trademarks in the covered territories or outside the covered territories, for any services or goods.

5. **INTELLECTUAL PROPERTY**

Sub-licensee acknowledges that the Trademarks are and will continue to be the sole and exclusive property of ATIEL.

6. **ROYALTY-FREE**

In consideration for the licence granted, the Sub-licensee shall not pay a royalty fee.

7. **TERM AND TERMINATION**

7.1 This Agreement shall commence upon (a) submission by the Sub-licensee of a Letter of Conformance and (b) payment of the annual fee.

7.2 This Agreement shall be valid for the duration of the Letter of Conformance, and shall thereafter and be concurrently renewed for subsequent periods concurrent with subsequent submissions of a Letter of Conformance on the condition of payments of the annual fee.

7.3 Notwithstanding clauses 7.1 and 7.2, this Agreement can be terminated, at any time, by the Sub-Licensor by giving two months' notice in writing.

7.4 For the avoidance of doubt, when a Letter of Conformance is no longer valid, for any reason, the related sub-licence will immediately be terminated, including the right of the Sub-licensee to use the Trademarks in any manner.

7.5 If the Sub-licensor (whether or not at the direction of ATIEL) is of the opinion that any material used by the Sub-licensee may injure the reputation or the validity of the Trademarks or the terms of this Agreement, the Sub-licensor may forbid the use of such label or material and terminate this Agreement.

8. **CONFIDENTIAL INFORMATION**

Each Party shall keep confidential all information (including, without limitation, all observations, data, written materials, records or documents) concerning the other Party and/or the Services and shall not divulge the same to any third party without the prior written consent of the other, save that Parties may disclose any information required in order to comply with its obligations under this Agreement.

9. **NOTICES**

9.1 All notices, requests, demands, or other communications made pursuant to this Agreement shall be made by to the applicable Party as indicated below:

Party	:	SAIL BVBA
Attn.	:	SAIL Manager
	:	40 Rue Belliard
		B-1040 Brussels
		Belgium
Party	:	JINING DENAICHI NEW ENERGY CO., LTD.
Attn.	:	RuiGangFeng

: No 1 Hongyi Road, Wenshang County Chemical Industry Park Jining City, Shandong Province, People's Republic of China

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9.2 Communications shall be in writing and sent by e-mail, by post or by registered mail to the address of the other given above or at such other address which may be designated by either party in writing for this purpose Any communication sent by e-mail shall be deemed to be served at the time of dispatch. Any communication sent by post or by registered mail shall be deemed to be served two working days after posting.

10. ANCILLARY PROVISIONS

10.1 Waiver

No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

10.2 Assignment

Neither Party shall assign, charge, encumber, dispose of or otherwise transfer or novate any of its rights under this Agreement without the prior written consent of the other Party.

10.3 Severability

If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

10.4 Costs and Expenses

Each Party shall pay its own legal expenses incurred in the preparation and execution of this Agreement.

10.5 Mitigation

Each Party shall at all times take reasonable steps to minimise and mitigate any losses (including, without limitation, those on an indemnified basis) for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of Belgium, and the courts of Brussels shall have exclusive jurisdiction over any dispute arising under or in connection with this Agreement which cannot be amicably resolved

12. COUNTERPARTS

This Agreement may be executed by the two Parties on separate counterparts, each of which when so executed and delivered shall be an original but each counterpart shall together constitute one and the same instrument.

IN WITNESS whereof this Agreement has been executed.

For SAIL BVBA		For	JINING DENAICHI NEW ENERGY CO., LTD.
Name:	**MICHAEL BOYER**	Name:	RuiGangFeng
Title:	**SAIL MANAGER**	Title:	Manager
Date:	08/07/2026	Date:	4/07/2026
Signature:		Signature:	
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SCHEDULE 1 TRADEMARKS

Applications and registrations

Territory	Mark	No.	Class	Status
EU	EELQMS EUROPEAN ENGINE LUBRICANTS QUALITY MANAGEMENT SYSTEM 	016184111	4, 16, 35, 42	10/04/2017 registration
China	EELQMS EUROPEAN ENGINE LUBRICANTS QUALITY MANAGEMENT SYSTEM 	22575638 (Class 4)	4, 16, 35	14/02/2018 Registration
Turkey	EELQMS EUROPEAN ENGINE LUBRICANTS QUALITY MANAGEMENT SYSTEM	2017/02151	4, 16, 35, 42	27/02/2017 Publication – registration certificate

				
Russian Federation		2016749262	4, 16, 35, 42	26/12/2016 Registered

SCHEDULE 2 TERMS OF USE OF THE TRADEMARKS BY THE SUB-LICENSEE

- The Trademarks should not figure more prominently than the Sub-Licensee's own logo/trademarks.
- The Trademarks must not be more than 100% of the size of the Sub-Licensee's own logo/trademarks.
- The Trademarks must not be changed, altered or manipulated in any way, unless and only in such a manner and with acknowledgement of proprietorship as shall from time to time be stipulated by ATIEL and communicated by SAIL.
- The Trademarks must not be overlaid or obstructed by other graphic elements.
- The illustration used to identify EELQMS by the Sub-licensee must be the Trademarks.
- The Trademark should not be used to infer wrongly that a particular product or company has been approved by ATIEL.
- The Trademark should not be accompanied by any wording, such as 'Recommended' or 'Accredited'.