

MEMORANDUM OF UNDERSTANDING (MOU)

PARTIES

1. **Space Machines Company Pty Ltd** ABN 15 631 026 661, a company registered in Australia and with its registered office address at 11-16 South Terrace, Adelaide SA 5000, Australia (herein after “**SMC**”)
2. **PhosEnergy Limited** ABN 31 164 573 728, a company registered in Australia and with its registered office address at Level 2, 1292 Hay Street, West Perth WA 6005, Australia (herein after “**PEL**”)
3. **Joint** undertakings of both entities (herein after “**the Parties**”)

RECITALS

- A. SMC is an Australian company specializing in space mobility, supporting space missions through transfer and deployment, satellite servicing and hosting, and exploration and science activities.
- B. PEL is an Australian company developing innovative green-energy technologies with a focus on long-term reliable power for satellites and vehicles in space and lunar applications.
- C. The purpose of this MoU is to confirm further collaboration between the Parties with the aim of exploring potential commercial opportunities that involve testing, demonstrating and commercialising relevant space technologies.

1. DECLARATION OF INTENT

The Parties intend to engage as follows:

- (a) **Item 1:** Conduct regular calls or meetings in order to clarify the technical, operational and commercial synergies that can be realised through SMC and PEL working together.
- (b) **Item 2:** Develop plans that would allow PEL technology to be tested and be flight qualified in orbit / space via the SMC Optimus One vehicle.
- (c) **Item 3:** If the Parties agree, to subsequently negotiate and execute appropriate agreements to realise the goal of Item 2.
- (d) **Item 4:** Cooperate on the Lunar Ascent program to advance Australian’s involvement in lunar missions and more broadly, to confirm Australia’s sovereign capability as a space capable nation.

2. FINANCIAL ISSUES – NO EXCHANGE OF FUNDS

All costs, if any, arising under this MoU will be carried by the Parties themselves. In this context, no Party will cover any costs of the other Party.

3. EXPORT

The Parties agree to abide by all relevant export control regulations when exchanging equipment and technical information.

4. LIABILITY

This MoU is not legally binding in respect to the intentions declared herein.

In case of any legal impossibility to carry out the envisaged business relations or even to enter into further negotiations no Party can be held liable by the other.

5. INTELLECTUAL PROPERTY RIGHTS

The Parties agree that all intellectual property belonging to an organization shall remain with that organization.

6. COMMUNICATION

Any public communication (press release, social media, statements at symposia or other public events) related to these undertakings will be mutually agreed beforehand between the Parties.

All communications will bear the logo of both Parties.

7. APPLICABLE LAW / ARBITRATION

Disputes arising out of interpretation or implementation of this agreement shall be settled amicably by a reconciliation committee consisting of higher management of the Parties. Any dispute which cannot be solved amicably within 6 months shall finally be settled under binding expert determination administered by the Australian Disputes Centre (ADC) and conducted in Adelaide, Australia in accordance with the ADC Rules for Expert Determination operating at the time the dispute is referred to ADC. The language of the proceedings shall be in English.

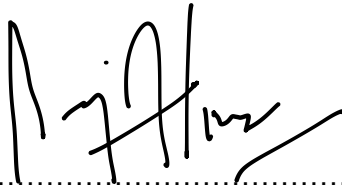
8. VALIDITY AND TERMINATION

This MoU is valid for three years from the date of signing.

This MoU may be terminated by either party without liability at any time by giving three months' notice. Such notice to be provided in writing to the other Party.

9. SIGNATURES

Signed for and on behalf of
SPACE MACHINES COMPANY PTY LTD



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Rajat Kulshrestha, CEO

Date: July 21, 2021

Signed for and on behalf of
PHOSENERGY LIMITED



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Leigh Whicker, Commercial Manager

Date: 21/07/2021