

**Hertz Energy Inc.**  
**Lithium Extraction Technology Naming Contest**

**OFFICIAL RULES**

**VOID WHERE PROHIBITED BY LAW. SKILL REQUIRED; NO RANDOM CHANCE. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.** Subject to all federal, provincial and local laws, regulations and ordinances. Promotion begins on April 23, 2024, at 8:00 AM Pacific Time (“PT”) and ends on August 15, 2024 at 5:00 PM PT (the “**Promotion Period**”).

1. **Eligibility:** This promotional contest (the “**Promotion**”) is open to legal Canadian residents currently residing in Canada, excluding Quebec, who have achieved the age of majority in their province or territory of residence as of the date of entry. IF YOU LIVE IN QUEBEC OR OUTSIDE OF CANADA, YOU ARE EXCLUDED FROM THIS PROMOTION AND MAY NOT PARTICIPATE. Hertz Energy Inc. (“**Sponsor**”) and the employees, officers, directors, representatives, consultants, contractors, advisors, agents of Sponsor or Sponsor’s affiliates and subsidiaries (collectively, “**Sponsor Entities**”), and members of the Sponsor Entities’ immediate families (including spouses, parents, siblings and children) and those living in the same household as them are not eligible to enter or win. Participation constitutes your full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. You must have access to the Internet to enter and to check for notifications about prizes and winning (which is your responsibility). Sponsor reserves the right to verify the eligibility of winners.
2. **How to Enter:** Only emailed entries will be accepted and must be sent from a valid email address linked to an account owned or controlled by the entrant and capable of receiving and replying to mail. During the Promotion Period, entrants must send an email to [info@hertz-energy.com](mailto:info@hertz-energy.com):
  - a. with “NAME SUGGESTION” in the email subject line;
  - b. where the body includes your ONE (1) proposed name for the lithium extraction technology; and
  - c. a statement that you reside in Canada outside of Quebec and are of the age of majority.

*A sample entry (note, please replace XXXXXXXX with your name of choice) would be:*

To: Hertz Energy Inc.  
From: <VALID EMAIL ADDRESS>  
Subject: NAME SUGGESTION  
Body:  
My proposed name is XXXXXXXX  
I am resident of Canada, I am not a minor, and I live outside of Quebec.

Upon receipt of that email during the Promotion Period, you automatically will be entered with one (1) entry into the Promotion. All potential winners are subject to verification before any prize will be awarded.

3. **Important Limitations:** Limit ONE (1) per person, per email address, and per household. You must provide all required information to be eligible to enter and win. YOU MAY NOT USE MORE THAN ONE EMAIL ADDRESS TO ENTER THIS PROMOTION, AND YOU MAY NOT SUBMIT MORE THAN ONE ENTRY. So, think carefully before submitting! Any attempt to obtain more than the stated number of entries by using multiple and/or different identities,

email address, or any other methods will void all of your entries, and you may be disqualified at Sponsor's sole discretion. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified, including if we do not receive an email. You may or may not receive a confirmation of your entry, but do not submit multiple entries. Do not use the proposed email address for any purpose other than submitting entries into the Promotion. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

4. **Selection of Winner:** After the Promotion Period, the winner will be selected using the following process.
  - a. During the Promotion Period entries will be reviewed by Sponsor judging panel (consisting of Sponsor management and its board of directors) based on: (i) appeal, (ii) marketability, (iii) appropriateness, (iv) uniqueness, (v) catchiness, (vi) legality and fit with Sponsor and its products and services, and (vii) clearance against others' Intellectual Property Rights (*so don't pick a name that we can't legally use!*).
  - b. On August 27, 2024 (the "**Selection Date**"), after the Promotion Period has ended, Sponsor's judging panel will select a winning suggestion. If the selected name has been proposed by more than one entrant, the eligible person whose entry was FIRST received by Sponsor, in its sole discretion, will be the potential winner and there will be no sharing of prizes
  - c. Sponsor's decision is final in all matters relating to this Promotion, including the selection of the winning name.
  - d. The potential winner will be notified by email on the Selection Date and given instructions on how to claim their prize. If the potential winner does not respond by following those instructions within seven (7) days after that email, or if a potential winner is disqualified for any reason at Sponsor's sole discretion as a result of a violation of these rules or ineligibility, that potential winner will be deemed to have forfeited the prize, but the entrant's proposed name may still be used by Sponsor, or Sponsor may move to an alternative proposed name and repeat this process, in its sole discretion.
  - e. The potential winner may be required to complete and return an affidavit of eligibility and publicity release (the "**Affidavit/Release**") as part of within seven (7) days of winner notification.
5. **Skill Only:** This is a purely skill-based Promotion, there is no random element and the proposed name that, in Sponsor's sole opinion, most fits with the judging criteria set out above will be selected as the winner. That being said, the odds of winning are based on the number of eligible entries received and the creativity, experience, marketing skill and research conducted of you and the other entrants.
6. **Rights to Proposed Names, Privacy Rights:**
  - a. By entering the Promotion, you grant Sponsor, its affiliates and subsidiaries, and their respective successors in interest the irrevocable, perpetual, transferable, sublicensable, royalty-free, fully paid-up, worldwide and unlimited right and license to use the name proposed by you in its and their business for any purposes whatsoever, including commercial and non-commercial purposes, and in any media throughout the universe including, without limitation, in advertising, television, radio, Internet, print, and in product names, promotional materials or otherwise. By entering the Promotion, you also agree to waive all moral rights in your entry materials, and release and hold harmless the Sponsor Parties from and against any and all claims, damages, liabilities, costs, and

expenses arising from use of your entry materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related thereto or other cause of action whatsoever.

- b. If your entry is selected as a winning entry, the license you have granted above will AUTOMATICALLY convert into a sole and exclusive license, meaning that you will not be permitted to use the proposed name nor will you be permitted to allow others to use the proposed name. The Affidavit/Release a potential winner will be asked to sign and return will confirm the Sponsor's (and its affiliates' and subsidiaries') rights in and to your entry materials, and a release of claims for your participation in the Promotion and for any use of the name.
  - c. BY SUBMITTING A PROPOSED NAME, YOU REPRESENT AND WARRANT TO US THAT YOU HAVE NOT INFRINGED ANY THIRD PARTY'S INTELLECTUAL PROPERTY OR TRADE SECRET RIGHTS IN PROPOSING THE NAME, AND THAT, TO YOUR KNOWLEDGE, SPONSOR WOULD BE FREE TO USE THE NAME AS CONTEMPLATED HEREIN.
  - d. For greater certainty, under no circumstances will you have any right to receive any remuneration for any names suggested, whether or not you are the winner, unless you are a prize winner in accordance with the strict terms of these Official Rules.
  - e. Your personal information will be stored, shared and used for the purpose of administering the Promotion. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
7. **CASL:** Because you must use a valid email address to communicate with Sponsor for this Promotion, Sponsor appreciates you might be concerned about "spam". Sponsor is committed to compliance with the law known as Canada's Anti-Spam Legislation ("**CASL**"). Any electronic communication sent by Sponsor and its affiliate and subsidiaries is protected by a range of business procedures, processes and policies to ensure that such communication is done in compliance with CASL. Sponsor and its affiliates and subsidiaries do not send commercial electronic messages (each a "**CEM**") without your consent. While this consent typically must be "express" (or expressly acknowledged by you), in certain circumstances such as your entry into this Promotion, consent can be "implied" or messages are specifically exempt from consent requirements (like for administering this Promotion). If you have received a CEM, and you believe that you should not have or you do not wish to receive them (even if Sponsor or its affiliates and subsidiaries are allowed to send them), we will endeavour to respect your inbox preferences. Without limiting the legal rights or obligations of either party under CASL, please check all CEMs for unsubscribe or contact information and we will be happy to assist.
8. **Prizes; Prize Restrictions:** One (1) prize will be awarded the Promotion, which consists of CDN\$2,000 in cash, paid as set out below, and a visit to James Bay, Quebec.
- a. **Details of the cash prize:** The cash portion of the prize will be paid by way of cheque or in another manner selected by Sponsor in its sole discretion.
  - b. **Details of the trip prize:** The trip portion of the prize will consist of a trip booked by Sponsor on a date in its sole discretion:
    - i. one (1) return standard economy airfare ticket, including Sponsor's payment of all fees and taxes levied on such ticket (an "**Airline Ticket**") for the winner, as described below, from an airport located in Quebec, to be chosen by Sponsor in its sole discretion (the "**Primary Airport**"), to the Chibougamau/Chapais Airport

or such other airport located near James Bay, Quebec, to be chosen by Sponsor in its sole discretion (the “**Secondary Airport**”, and together with the Primary Airport, the “**Airports**”), on an airline to be chosen by the Sponsor in its sole discretion (but for greater certainty, the winner is responsible for flights and/or other transportation to and from the Primary Airport);

- ii. one (1) standard helicopter tour over the James Bay Region, including Sponsor’s payment of all fees and taxes levied on such tour for the winner, as described below, from the Secondary Airport, to be provided by a service provider to be chosen by Sponsor in its sole discretion;
  - iii. one (1) night accommodation in at least a standard, single-occupancy room in a four-star hotel (the “**Hotel**”) located in Chibougamau or such other city located near James Bay, Quebec, to be chosen by Sponsor in its sole discretion;
  - iv. continental breakfasts and meals at the Hotel included from check-in to check-out, subject to per-person or per-meal limits imposed by Sponsor in its sole discretion, and exclusive of alcohol or gratuities; and
  - v. return transfer to and from the Hotel to the Secondary Airport (but for greater certainty, the winner is responsible for transfer to and from the Primary Airport).
- c. Approximate Retail Value:** The approximate retail value of the Grand Prize is CAD\$15,000. The actual value of prize will vary depending on the point of departure, fluctuations in currency exchange rates and trip charges such as airfare and hotel room rates.
- d. Trip Restrictions:** The trip portion of the prize is subject to black-out periods at Sponsor’s sole discretion, and must be completed between September 1, 2024 and October 1, 2024, or else it is forfeited. The winner must confirm travel plans at least 14 days prior to travel. Once reservations have been booked all travel is final. Sponsor is not responsible for any fees or additional charges resulting from winner’s change of travel plans. The trip portion of the prize cannot be substituted, assigned or transferred by winners, and must be accepted as awarded. However, Sponsor reserves the right to substitute a prize or a portion of a prize of equivalent value based on circumstances beyond its control. Sponsor will not replace any lost, misplaced or stolen prizes. Prizes cannot be used in conjunction with any other promotion or offer.
- e. Travelling Responsibilities:** The winner and their travel companion are responsible for obtaining all required travel identification, travel visas, and documents, and all health or insurance documents, other meals, other transportation, other entertainment, souvenirs, local and long distance telephone calls, gratuities, applicable taxes, incidentals, and all other expenses not specifically mentioned in these Official Rules as included. No alternative value will be included for any activity or opportunity available and not accepted by the winner or their travel companion. Any unused portion of the trip prize is forfeited. Sponsor shall not be liable to the winner or their travel companion for any claims arising from the award or use of the trip prize (including, without limitation, the weather conditions or activity availability) and no refunds will be issued in any circumstances. The winner is responsible for checking all entry requirements beforehand, plus any other costs associated with claiming the prize.
- f. Taxes, Limitations:** The winner and their travel companion are responsible for adhering to any tax liabilities associated with claiming the prize or any portion of it. Limit one prize per person, per email and per household.

**9. General Conditions; Disclaimers:**

- a. This Promotion is governed by and is subject to the laws of British Columbia, Canada, and the laws of Canada applicable therein, without reference to its conflict of laws principles. The decisions of the Sponsor with respect to all aspects of this Promotion are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF THE SPONSOR AT ANY TIME.
- b. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.
- c. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion.
- d. Sponsor and every other Sponsor Entity is not responsible for late, lost, incomplete, misdirected, illegible entries; interrupted, unavailable network, server, or other connections, garbled transmissions or miscommunications; computer or software malfunctions or damage to a user's computer equipment, technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor.
- e. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- f. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Promotion or to violate the Official Rules. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and: (i) cancel or terminate the Promotion (or any portion thereof); (ii) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (iii) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.
- g. By participating in this Promotion, you agree that Sponsor Entities are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt or use or misuse of any prize. No more than the stated number, and no greater than the stated value, of prizes will be awarded in the aggregate.
- h. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE THAT THE SPONSOR ENTITIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL

INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR PRIZE DELIVERY. THE SPONSOR ENTITIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO YOUR TEMPORARY OR PERMANENT INCAPACITY, UNAVAILABILITY, TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

- i. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PROCESSES AND THE PRIZE, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
10. **English Language.** The parties agree that these Official Rules and all documents relating thereto be drawn up in English / *Les parties ont demandé que cette convention ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.*