





## MASTER PLAN FOR

# *Peace & Prosperity In Asia*

GALINSKY 2024

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# Introduction

The **Master Plan for Peace & Prosperity in Asia** is a comprehensive strategy designed to bring together the Governments of the United States of America, the People's Republic of China, and Taiwan in a historic partnership. This plan represents a bold commitment to fostering peace, economic growth, and technological advancement in a region that has often been marked by tension and competition.

At the core of this Master Plan is the creation of Peace & Prosperity Partners, a joint venture that leverages the unique strengths of each Participant nation. This partnership is not merely an economic arrangement; it is a shared vision for a future where collaboration replaces conflict, and mutual prosperity is achieved through innovative, sustainable development.

## Strategic Framework

### Part I: Legislative and Executive Foundations

The first section of the Master Plan lays out the essential legislative and executive actions that form the legal and operational basis for Peace & Prosperity Partners. This includes the Global Technology and Clean Energy Advancement Act of 2024, which establishes the Peace & Prosperity Zones, and a series of agreements that outline the allocation of profits, environmental commitments, and strategic objectives. These foundational documents provide the necessary legal structure and political support to ensure the successful implementation of the joint venture.

### Part II: Organizational and Compliance Framework

The second section of the Master Plan details the organizational structure and governance of Peace & Prosperity Partners. This includes the Company Charter, Shareholders Agreement, Operating Agreement, and Bylaws, which collectively ensure that the joint venture operates efficiently and in alignment with its strategic goals. Additionally, the Environmental and Compliance Policy and the International Trade and Export Control Compliance Policy provide the necessary

guidelines to ensure that all operations are conducted responsibly, sustainably, and in full compliance with international laws and standards.

## **Vision for the Future**

The Master Plan for Peace & Prosperity in Asia is more than a set of agreements; it is a strategic vision for transforming the geopolitical landscape of Asia through cooperation and innovation. By aligning the interests of the United States, China, and Taiwan, this plan aims to create a powerful synergy that will drive economic growth, technological leadership, and environmental stewardship in the region.

As you delve into the detailed documents that follow, you will see a carefully crafted strategy that not only addresses the immediate needs of the Participants but also lays the groundwork for a future of sustained peace and prosperity. This Master Plan is a testament to what can be achieved when nations come together with a shared commitment to building a better world.

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# Plan and Timeline for the Introduction of Peace & Prosperity Initiatives in Asia

## Objective

To systematically implement the Peace & Prosperity Initiatives in Asia through the joint venture between the United States of America, the People's Republic of China, and Taiwan. This plan will ensure the successful establishment of Peace & Prosperity Zones, fostering technological advancement, economic growth, and environmental sustainability in the region.

## Phase 1: Preparatory Phase (Month 1-3)

### 1. Establishment of Diplomatic Channels

- **Objective:** Build trust and open lines of communication between all parties involved.
- **Key Documents Involved:**
  - Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development
  - Profit Utilization Agreement for the 2024 USA-China-Taiwan Peace & Prosperity Zones
  - Joint Congressional Resolution of Support
- **Key Activities:**
  - Convene initial diplomatic meetings to sign and ratify the Memorandum of Understanding.
  - Appoint representatives to lead the Peace & Prosperity Partners Joint Venture Board.
  - Finalize and sign the Profit Utilization Agreement and ensure Congressional support through the Joint Resolution.

### 2. Legal and Administrative Preparations

- **Objective:** Establish the legal and operational foundation for Peace & Prosperity Partners.



- **Key Documents Involved:**

- Global Technology and Clean Energy Advancement Act of 2024
- Executive Order on the Implementation of the Peace & Prosperity Zones
- Peace & Prosperity Partners Company Charter

- **Key Activities:**

- Pass the Global Technology and Clean Energy Advancement Act of 2024 to establish the Peace & Prosperity Zones.
- Issue the Executive Order to formalize the creation and operation of the Peace & Prosperity Zones.
- Draft and adopt the Company Charter, establishing the governance structure for Peace & Prosperity Partners.

### 3. Public Communication and Transparency Initiatives

- **Objective:** Engage with the global community and ensure transparency.

- **Key Documents Involved:**

- Public Communication and Stakeholder Engagement Strategy

- **Key Activities:**

- Launch an awareness campaign to communicate the objectives and benefits of the Peace & Prosperity Initiatives.
- Publish and disseminate the terms and goals of the agreements in multiple languages.
- Engage with civil society organizations, NGOs, and media to foster transparency and public trust.

## Phase 2: Implementation Phase (Month 4-12)

### 1. Establishment and Operationalization of Peace & Prosperity Zones

- **Objective:** Create and operationalize the Peace & Prosperity Zones as hubs for technological and economic development.

- **Key Documents Involved:**

- Global Technology and Clean Energy Advancement Act of 2024
- Executive Order on the Implementation of the Peace & Prosperity Zones
- Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development
- **Key Activities:**
  - Identify and designate specific areas for the Peace & Prosperity Zones.
  - Begin the construction and infrastructure development within these zones.
  - Ensure compliance with the environmental and sustainability commitments outlined in the agreements.

## 2. Technology Transfer and Intellectual Property Management

- **Objective:** Facilitate the sharing and development of technology within the joint venture.
- **Key Documents Involved:**
  - Technology Transfer and Intellectual Property Agreement
  - International Trade and Export Control Compliance Policy
- **Key Activities:**
  - Implement the Technology Transfer Agreement to manage the exchange and protection of intellectual property.
  - Ensure that all technology transfers comply with international trade laws and export controls.
  - Monitor and enforce the non-military use of transferred technologies, in accordance with the agreement.

## 3. Economic Development and Profit Allocation

- **Objective:** Drive economic growth and ensure equitable distribution of profits.
- **Key Documents Involved:**

- Profit Utilization Agreement for the 2024 USA-China-Taiwan Peace & Prosperity Zones
- **Key Activities:**
  - Begin production in the Peace & Prosperity Zones, focusing on advanced technology manufacturing.
  - Allocate profits according to the terms of the Profit Utilization Agreement, prioritizing debt reduction and economic stability.
  - Reinvest a portion of profits into expanding the capacity and capabilities of the Peace & Prosperity Zones.

## **Phase 3: Expansion and Stabilization Phase (Year 2-5)**

### **1. Full Operationalization and Expansion of Peace & Prosperity Zones**

- **Objective:** Expand the capacity and economic output of the Peace & Prosperity Zones.
- **Key Documents Involved:**
  - Global Technology and Clean Energy Advancement Act of 2024
  - Executive Order on the Implementation of the Peace & Prosperity Zones
- **Key Activities:**
  - Complete the initial phase of infrastructure and begin expanding production capabilities within the zones.
  - Attract international investors and businesses to further stimulate economic growth.
  - Continue to monitor and enhance the environmental and sustainability practices within the zones.

### **2. Long-Term Technological and Economic Growth**

- **Objective:** Ensure sustained technological innovation and economic prosperity.
- **Key Documents Involved:**

- Technology Transfer and Intellectual Property Agreement
- Profit Utilization Agreement for the 2024 USA-China-Taiwan Peace & Prosperity Zones
- **Key Activities:**
  - Focus on long-term research and development initiatives to maintain technological leadership.
  - Expand the scale of production to meet increasing global demand for advanced technologies.
  - Adjust profit allocation strategies to support continuous reinvestment in technology and infrastructure.

### 3. Environmental and Social Sustainability

- **Objective:** Achieve long-term environmental sustainability and social responsibility within the Peace & Prosperity Zones.
- **Key Documents Involved:**
  - Environmental and Compliance Policy for Peace & Prosperity Partners
  - Public Communication and Stakeholder Engagement Strategy
- **Key Activities:**
  - Implement advanced environmental restoration projects within the zones.
  - Foster social stability through job creation, education, and community development programs.
  - Maintain transparency and engage with local communities to ensure ongoing support for the initiatives.

## Phase 4: Review and Renewal Phase (Year 5 and Beyond)

### 1. Review of Peace & Prosperity Initiatives

- **Objective:** Evaluate effectiveness and impact of the implemented initiatives.
- **Key Documents Involved:**

- All Associated Documents (MOU, Profit Utilization Agreement, Technology Transfer Agreement, etc.)
- **Key Activities:**
  - Conduct a comprehensive review of the Peace & Prosperity Initiatives and all associated agreements.
  - Assess the success of economic, environmental, and technological goals.
  - Gather feedback from all Participants, stakeholders, and local communities.

## 2. Amendment and Renewal of Agreements

- **Objective:** Update and renew commitments based on review findings.
- **Key Documents Involved:**
  - All Associated Documents (MOU, Profit Utilization Agreement, etc.)
- **Key Activities:**
  - Propose and negotiate amendments to the agreements to reflect evolving needs and conditions.
  - Renew the agreements to ensure continued cooperation and success.
  - Secure ongoing international support for the Peace & Prosperity Initiatives.

## 3. Long-Term Monitoring and Continued Development

- **Objective:** Maintain the momentum of peace, prosperity, and technological advancement in the region.
- **Key Activities:**
  - Continue to monitor progress and impact of Peace & Prosperity Zones.
  - Support ongoing development projects and international collaborations.
  - Ensure the integration of the Peace & Prosperity Zones into the global economy and technological landscape.

## **Part I: Legislative & Executive Foundations**

# **The Global Technology and Clean Energy Advancement Act of 2024**

## **A Bill**

To establish Peace & Prosperity Zones, allocate profits, enforce environmental commitments, and create oversight mechanisms, all aimed at fostering economic growth, advancing clean energy, and promoting global peace and stability, in accordance with the Peace & Prosperity doctrine.

**Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled:**

## **Title I: Establishment of Peace & Prosperity Zones**

### **Section 101. Findings and Purpose**

**(a) Findings:** Congress finds that:

1. The creation of Peace & Prosperity Zones is essential to maintaining and advancing the United States' leadership in global technology.
2. These zones will catalyze significant economic growth, create high-paying jobs, and ensure the United States remains competitive in the global market.
3. The collaboration with China and Taiwan in these zones will promote geopolitical stability and foster peace through economic interdependence.
4. The rapid advancement and deployment of clean energy technologies within these zones is critical to combating climate change and ensuring environmental sustainability.
5. This Act is guided by the principles of the Peace & Prosperity doctrine, which emphasizes the use of economic collaboration and technological innovation as tools for global peace and shared prosperity.

**(b) Purpose:** The purpose of this Act is to:

1. Establish Peace & Prosperity Zones in collaboration with China and Taiwan, dedicated to the manufacturing of advanced technologies such as GPUs and microchips.
2. Create a framework for the equitable allocation of profits generated from these zones, with specific provisions for reducing the national debt, lowering taxes, and expanding technological capacity.
3. Ensure that all manufacturing and development processes within these zones adhere to the highest environmental standards, including the exclusive use of clean energy technologies.
4. Promote transparency and accountability through the establishment of oversight mechanisms, including regular audits and the formation of a Joint Oversight Committee.

## **Title II: Peace & Prosperity Zones**

### **Section 201. Establishment of Zones**

**(a) Authority:** The President, through the Secretary of State and in consultation with the Secretary of Commerce, is authorized to enter into agreements with the governments of China and Taiwan to establish Peace & Prosperity Zones.

**(b) Location:** The zones shall be located in mutually agreed upon third countries and shall be governed under a framework of shared sovereignty, allowing for unique economic and regulatory conditions.

**(c) Special Economic Privileges:** The zones shall be endowed with special economic privileges, including:

1. Tax incentives to attract investment and spur technological innovation.
2. Streamlined regulatory processes to facilitate rapid development and deployment of advanced technologies.
3. Cooperative governance structures that allow for joint decision-making and conflict resolution among the Participants.

## **Title III: Allocation of Profits**

### **Section 301. Profit Allocation**



**(a) United States Allocation:** Profits generated from the Peace & Prosperity Zones and allocated to the United States shall be used as follows:

1. **Initial Investment Repayment:** Prior to any other allocation, profits shall be used to repay the U.S. portion of the initial investment in the joint ventures.
2. **Debt Reduction:** **75%** of the remaining profits shall be allocated to the reduction of the national debt.
3. **Tax Reduction:** **25%** of the remaining profits shall be allocated to the reduction of taxes.
4. **Post-Debt Allocation:** Upon the full repayment of the national debt, **100%** of the profits shall be directed toward tax reduction, supporting a self-sustaining government model that minimizes reliance on income taxes.

**(b) Expansion of Program:** A portion of the profits shall be reinvested to expand the production capacity of the zones, with the goal of scaling technological output by tenfold, hundredfold, or as necessary to meet future global demand.

**(c) Prohibition on Military Use:** Profits and products derived from these zones shall not be used for the development, production, or enhancement of military technologies. These resources are to be exclusively applied to peaceful, civilian uses that promote economic growth, environmental sustainability, and social well-being.

## **Title IV: Environmental and Sustainability Commitments**

### **Section 401. Clean Energy Integration**

**(a) Clean Energy Requirement:** All energy consumed within the Peace & Prosperity Zones shall be derived from clean energy sources, in accordance with the Participants' commitment to environmental sustainability.

**(b) “Raise a Building, Grow a Garden” Initiative:** The Participants shall implement the “Raise a Building, Grow a Garden” initiative, ensuring that any industrial development is complemented by the creation of permacultural food forests aimed at enhancing biodiversity, improving soil health, and mitigating environmental impact.

**(c) Environmental Oversight:** The Environmental Protection Agency (EPA), in coordination with international counterparts, shall oversee environmental

compliance within the zones and enforce regulations to prevent environmental degradation.

## **Title V: Oversight and Accountability**

### **Section 501. Joint Oversight Committee**

**(a) Establishment:** A Joint Oversight Committee (JOC) shall be established, comprising representatives from the United States, China, and Taiwan, to ensure transparency, accountability, and equitable distribution of profits and products.

**(b) Reporting and Audits:** The JOC shall conduct regular audits of financial and operational activities within the zones. The results shall be reported to the relevant committees of Congress, including Foreign Relations, Energy and Commerce, and Appropriations, to ensure thorough oversight.

### **Section 502. Role of Congress**

**(a) Committee Oversight:** The Committees on Foreign Relations, Energy and Commerce, and Appropriations shall have jurisdiction over the implementation and oversight of this Act, ensuring that the strategic, economic, and environmental goals are met.

**(b) Periodic Reviews:** Congress shall conduct periodic reviews of the Peace & Prosperity Zones, evaluating their performance, economic impact, and adherence to environmental standards. These reviews shall inform potential amendments to the Act or adjustments to its implementation.

## **Title VI: Geopolitical and Strategic Considerations**

### **Section 601. Promotion of Global Peace and Stability**

**(a) Diplomatic Engagement:** The United States shall actively engage with international partners to promote the Peace & Prosperity Zones as a model for peaceful cooperation and economic interdependence.

**(b) Geopolitical Benefits:** The establishment of these zones shall be presented as a strategic initiative to enhance global stability, reduce geopolitical tensions, and promote a peaceful, rules-based international order.

### **Section 602. Building Political and Public Support**

**(a) Public Awareness Campaign:** The President, in collaboration with relevant stakeholders, shall launch a public awareness campaign to highlight the economic, environmental, and geopolitical benefits of the Peace & Prosperity Zones. This campaign shall emphasize job creation, technological leadership, debt reduction, and clean energy leadership.

**(b) Stakeholder Engagement:** The administration shall engage with labor unions, environmental organizations, business leaders, and other interest groups to build a broad coalition of support for the implementation of this Act.

## **Title VII: Enactment**

### **Section 701. Enactment Clause**

This Act shall take effect immediately upon its passage and approval by the President.

# **Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development between the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan**

**The Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan** (hereinafter referred to as "the Participants") recognize the following:

1. **Commitment to Peace and Prosperity:** The advancement of peace, prosperity, and the mutual development of advanced technologies is of paramount importance for the enhancement of global stability, security, and economic growth. The Participants are united in their dedication to fostering an environment conducive to innovation and the peaceful progress of nations.
2. **Peace & Prosperity Zones:** The establishment of joint sovereignty technology development zones, or "Peace & Prosperity Zones", underpinned by special economic privileges, serves as a strategic initiative to promote collaboration in the development and deployment of advanced technologies. These zones symbolize a shared vision of mutual benefit and a commitment to the future of global innovation.
3. **Sovereignty Recognition and Diplomatic Progress:** The People's Republic of China's recognition of Taiwan as a sovereign and equal member of the international community marks a historic and unprecedented step toward enduring peace and prosperity in the region. This recognition is integrally linked to the cooperative endeavors in advanced technology and clean energy outlined in this Memorandum of Understanding.
4. **Advancement of Clean Energy Technology:** A fundamental objective of this Memorandum is to catalyze significant advancements in clean energy technology within the designated Peace and Prosperity Zones. In alignment with the principles established in the 2009 Memorandum of Understanding between the United States and China, under which this 2024 MOU is authorized, the Participants recognize the critical importance of fostering substantial demand for clean energy. The Participants acknowledge that technological advancements are significantly accelerated through iterative

development and large-scale application, thereby enhancing the efficiency and cost-effectiveness of clean energy technologies.

**The Participants have therefore reached the following understandings:**

## **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to formalize a cooperative framework among the Participants, aimed at fostering the development and deployment of advanced non-military technologies, promoting clean energy innovation, and enhancing mutual peace and prosperity. The objectives of this MOU include:

1. **Establishment of Peace & Prosperity Zones:** To collaborate in the creation of peace and prosperity zones within mutually agreed third countries, with a focus on advanced technology manufacturing, including but not limited to the production of GPUs, microchips, and other high-demand technologies.
2. **Promotion of Clean Energy Technologies:** To actively promote the rapid development and deployment of clean energy technologies necessary to meet the energy demands of the zones, thereby ensuring environmental sustainability and supporting global efforts to combat climate change.
3. **Strategic Allocation of Profits:** To ensure that profits generated from these ventures are allocated in a manner that supports the repayment of initial investments, reduces national debts, lowers taxes, expands the program, and fosters long-term economic stability for all Participants.
4. **Strengthening Diplomatic Relations:** To reinforce diplomatic ties and mutual respect among the Participants, ensuring that technological and economic cooperation translates into lasting peace and prosperity.

## **II. Implementation**

This Memorandum shall be overseen by designated governmental agencies from each Participant. The Participants shall engage in regular consultations to promote

and guide cooperation on advanced technology development, clean energy, and peace through the following mechanisms:

### **A. Peace & Prosperity Zones**

1. **Creation and Governance:** The Participants shall work collaboratively to establish peace and prosperity zones within agreed-upon third countries. These zones shall be governed under a framework of shared sovereignty, allowing for the creation of unique economic and regulatory conditions that foster innovation, economic growth, and technological advancement.
2. **Special Economic Privileges:** These zones shall be endowed with special economic privileges designed to facilitate the tripling of global production of GPUs, microchips, and other technologies. Such privileges may include tax incentives, streamlined regulatory processes, and cooperative governance structures.
3. **Integration of Clean Energy:** The Participants are committed to meeting the energy needs of these zones exclusively through clean energy technologies, thereby aligning with global environmental goals. Additionally, the Participants shall engage in the “Raise a Building, Grow a Garden” initiative, ensuring that industrial developments are harmonized with the natural environment through the creation of permacultural food forests, which will enhance biodiversity, soil health, and carbon sequestration.

### **B. Program Expansion and Long-Term Vision**

1. **Expansion of Technological Capacity:** The Participants agree to allocate a portion of the profits generated from these ventures toward the expansion of the program. While the initial aim is to triple production of these advanced technologies, the long-term vision is to scale production by tenfold, hundredfold, or to any necessary degree to meet the demands of an increasingly advanced global civilization.
2. **Sustainable Growth and Innovation:** This Memorandum is designed to ensure that as production scales, the resulting advancements in technology will drive down costs and improve efficiency, thereby benefiting all Participants and contributing to global economic growth.

## **III. Authorization and Consistency with 2009 MOU**

This 2024 Memorandum of Understanding is authorized under the framework established by the 2009 Memorandum of Understanding between the Government of the United States of America and the Government of the People's Republic of China to Enhance Cooperation on Climate Change, Energy, and the Environment, specifically under **Section II(C). Other Mechanisms for Cooperation**. This section permits the establishment of new initiatives and frameworks with the mutual consent of both countries, aimed at achieving the goals outlined in the original MOU. The Participants have mutually consented to this 2024 MOU, which extends the principles of the 2009 MOU to encompass advanced technology development, clean energy innovation, and the promotion of peace.

#### IV. Conclusion

This Memorandum of Understanding represents a profound commitment by the United States, China, and Taiwan to forge a future characterized by cooperation, peace, and shared prosperity. By adhering to the terms set forth herein, the Participants shall work collaboratively to achieve the shared goals of this Memorandum, fostering a new era of global technological and economic advancement.

##### **Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# **Profit Utilization Agreement for the 2024 USA-China-Taiwan Peace & Prosperity Zones**

**The Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan** (hereinafter referred to as "the Participants") have reached the following understandings regarding the allocation and utilization of profits and products generated from the Peace & Prosperity Zones established under the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development.

## **I. Purpose**

The purpose of this Profit Utilization Agreement is to establish a comprehensive framework for the equitable allocation and strategic use of profits and products generated from the peace and prosperity zones. This Agreement ensures that all profits and products are utilized in a manner consistent with the principles of peace, non-militarization, and the promotion of global economic and technological advancement, as outlined in the 2024 Memorandum of Understanding.

## **II. Profit and Product Allocation**

### **1) Equitable Distribution:**

- a) Profits and products generated from the Peace & Prosperity Zones shall be equitably distributed among the Participants based on their respective contributions and in accordance with mutually agreed-upon percentages. The distribution shall be subject to periodic review and adjustment by mutual consent of the Participants.

### **2) United States Allocation:**

- a) The United States shall allocate its share of the profits as follows:
  - i) **Initial Investment Repayment:** Prior to any other allocation, profits shall be used to repay the U.S. portion of the initial investment in the joint ventures.



- ii) **Debt Reduction:** 75% of the remaining profits shall be allocated to the reduction of the national debt.
- iii) **Tax Reduction:** 25% of the remaining profits shall be allocated to the reduction of taxes.
- iv) **Post-Debt Allocation:** Upon the full repayment of the national debt, 100% of the profits shall be directed toward tax reduction, thereby supporting a self-sustaining government model that minimizes reliance on income taxes or other productivity penalties.

### 3) **China Allocation:**

- a) China shall utilize its share of the profits to further its national economic development goals, including reinvestment in clean energy technologies, infrastructure development, and the enhancement of its technological capabilities. Specific allocations shall be determined by China in alignment with its national priorities and long-term strategic objectives.

### 4) **Taiwan Allocation:**

- a) Taiwan shall allocate its share of the profits to support the growth and competitiveness of its technological industries, enhance its global market position, and contribute to its overall economic stability. Taiwan may also allocate resources to further develop its manufacturing capabilities, innovation ecosystem, and educational infrastructure.

### 5) **Prohibition on Military Use:**

- a) In alignment with the principles of this Agreement, the Participants mutually agree that profits or products received from the Peace & Prosperity Zones shall not be used for the development, production, or enhancement of military technologies. Whether taken in the form of cash or products (such as GPUs), these resources shall be strictly limited to peaceful, civilian applications that contribute to economic growth, environmental sustainability, and the overall well-being of society.

○

## III. **Financial Governance**

### a) **Joint Oversight Committee:**

- (1) A Joint Oversight Committee (JOC) shall be established, comprising representatives from each Participant, to oversee the equitable

distribution of profits and products, ensuring transparency and accountability in all financial and material transactions. The JOC shall also be responsible for resolving any disputes related to allocation and utilization, including ensuring compliance with the prohibition on military use.

**b) Audit and Reporting:**

- (1) Regular audits of the financial and material operations associated with the joint ventures shall be conducted by independent auditors selected by mutual agreement of the Participants. The findings of these audits shall be reported to the JOC and made available to the Participants. The audits shall include verification that neither profits nor products are being allocated toward military applications.

**c) Adjustment Mechanisms:**

- (1) In the event of changes in economic conditions or national priorities, the Participants may, by mutual consent, adjust the allocation percentages or material distributions. Such adjustments shall be formally documented and appended to this Agreement.

## **IV. Strategic Economic Goals**

**1) Debt Reduction and Tax Reduction (United States):**

- a) The United States' strategic use of profits to reduce national debt and lower taxes is intended to contribute to long-term economic stability, enabling the government to operate without excessive reliance on income taxes. This strategic goal shall be periodically reviewed to assess progress and implement necessary adjustments.

**2) Technological Advancement and Economic Growth (China):**

- a) China's allocation strategy shall focus on the advancement of its technological capabilities, ensuring it remains at the forefront of clean energy and advanced manufacturing. Investments shall be directed toward sectors that enhance the efficacy and reach of the joint ventures, contributing to both national and global economic growth.

**3) Innovation and Economic Stability (Taiwan):**

- a) Taiwan's utilization of profits and products shall aim to strengthen its innovation ecosystem and maintain its economic stability in the global

market. Key focus areas shall include research and development, technological infrastructure, and the education of future innovators.

## **V. Environmental and Social Commitments**

### **1) Commitment to Clean Energy and Sustainability:**

- a) A portion of the profits shall be reinvested in the development and deployment of clean energy generation technologies, as well as technologies that create energy including but not limited to the potential energy harvester, within the joint zones to ensure that all manufacturing processes are conducted in an environmentally responsible manner.

### **2) “Raise a Building, Grow a Garden” Initiative:**

- a) In addition to clean energy investments, the Participants shall allocate resources to the “Raise a Building, Grow a Garden” initiative. This initiative mandates that industrial developments within the zones be complemented by the creation of permacultural food forests, aimed at enhancing biodiversity, improving soil health, and mitigating environmental impact through sustainable practices.

## **VI. Conclusion**

This Profit Utilization Agreement forms an integral part of the broader cooperative framework established by the 2024 Memorandum of Understanding. The Participants are committed to adhering to the terms set forth herein, working collaboratively to achieve shared economic, environmental, and social objectives, while upholding a firm commitment to peace and non-militarization. Any amendments to this Agreement shall require mutual consent and be formally documented.

### **Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# Joint Congressional Resolution of Support

## A Joint Resolution

Expressing the support of Congress for the principles and objectives outlined in the Global Technology and Clean Energy Advancement Act of 2024, the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development between the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan, and the Profit Utilization Agreement for the 2024 USA-China-Taiwan Peace & Prosperity Zones.

**Whereas** the United States faces critical challenges in maintaining its leadership in global technology, advancing clean energy, reducing national debt, and promoting international peace and stability;

**Whereas** the Global Technology and Clean Energy Advancement Act of 2024 aims to address these challenges through the establishment of Peace & Prosperity Zones, which will foster economic growth, create high-paying jobs, and ensure the United States remains competitive in the global market;

**Whereas** the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development between the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan represents a historic commitment to international cooperation, economic interdependence, and global peace;

**Whereas** the Profit Utilization Agreement for the 2024 USA-China-Taiwan Peace & Prosperity Zones provides a framework for the equitable distribution of profits, ensuring that these resources are used to reduce national debt, lower taxes, and expand technological capacity, while adhering to principles of non-militarization and environmental sustainability;

**Whereas** the Peace & Prosperity doctrine guides these agreements, emphasizing the use of economic collaboration and technological innovation as tools for global peace and shared prosperity;

**Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That Congress—**

1. **Expresses its strong support** for the principles and objectives outlined in the Global Technology and Clean Energy Advancement Act of 2024, the 2024 Memorandum of Understanding, and the Profit Utilization Agreement;
2. **Acknowledges the importance** of establishing Peace & Prosperity Zones as a means to catalyze significant economic growth, create high-paying jobs, and position the United States as a leader in global technology and clean energy;
3. **Affirms the commitment** to international cooperation and peace, as embodied in the 2024 Memorandum of Understanding between the United States, China, and Taiwan;
4. **Endorses the equitable allocation** of profits as outlined in the Profit Utilization Agreement, supporting the reduction of national debt, the lowering of taxes, and the expansion of technological capacity, while ensuring that these resources are used solely for peaceful, civilian purposes;
5. **Urges swift consideration and passage** of the Global Technology and Clean Energy Advancement Act of 2024, to ensure that the United States can move forward with this critical initiative;
6. **Encourages the President** and relevant federal agencies to take all necessary steps to implement the agreements, including the establishment of the Peace & Prosperity Zones and the promotion of clean energy technologies, in accordance with the Peace & Prosperity doctrine;
7. **Calls upon all members of Congress** to work collaboratively in support of this initiative, recognizing its potential to drive economic growth, enhance national security, and promote global stability;
8. **Requests that the President** engage with international partners to ensure the successful implementation of the 2024 Memorandum of Understanding and the Profit Utilization Agreement, and to promote these agreements as models of peaceful and productive international collaboration.

**Passed the House of Representatives [Date]**

**Passed the Senate [Date]**

# **Executive Order on the Implementation of the Peace & Prosperity Zones**

## **Executive Order**

**By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:**

### **Section 1. Purpose**

This Executive Order is issued to implement the Global Technology and Clean Energy Advancement Act of 2024, which establishes Peace & Prosperity Zones in collaboration with the Government of the People's Republic of China and the Government of Taiwan. These zones are intended to foster economic growth, advance clean energy technologies, and promote global peace and stability, in accordance with the Peace & Prosperity doctrine.

### **Section 2. Establishment of Peace & Prosperity Zones**

**(a) Establishment:** The Secretary of State, in coordination with the Secretary of Commerce and the Secretary of Energy, shall take all necessary steps to negotiate and finalize agreements with the governments of China and Taiwan to establish Peace & Prosperity Zones in mutually agreed upon third countries.

**(b) Governance Framework:** The Secretary of State shall establish a governance framework for these zones, consistent with the principles of shared sovereignty, to ensure that the zones are managed in a manner that promotes innovation, economic growth, and environmental sustainability.

**(c) Special Economic Privileges:** The Secretary of Commerce shall develop and implement a set of special economic privileges for the Peace & Prosperity Zones, including tax incentives, streamlined regulatory processes, and cooperative governance structures.

### **Section 3. Allocation and Utilization of Profits**

**(a) Initial Investment Repayment:** The Secretary of the Treasury shall oversee the allocation of profits from the Peace & Prosperity Zones to ensure that the United States' portion of the initial investment is repaid in full.

**(b) Debt Reduction and Tax Reduction:** Following the repayment of the initial investment, **75%** of the remaining profits shall be allocated to the reduction of the national debt, and **25%** shall be allocated to the reduction of federal taxes.

**(c) Expansion of the Zones:** A portion of the profits shall be reinvested into expanding the production capacity of the Peace & Prosperity Zones, with the goal of scaling technological output as necessary to meet future global demand.

**(d) Prohibition on Military Use:** The Secretary of Defense shall ensure that all profits and products derived from the Peace & Prosperity Zones are used exclusively for peaceful, civilian purposes, in accordance with the Profit Utilization Agreement.

## Section 4. Environmental and Sustainability Commitments

**(a) Clean Energy Requirement:** The Secretary of Energy, in collaboration with the Environmental Protection Agency (EPA), shall ensure that all energy consumed within the Peace & Prosperity Zones is derived from clean energy sources.

**(b) “Raise a Building, Grow a Garden” Initiative:** The EPA, in coordination with the Department of Agriculture, shall implement the “Raise a Building, Grow a Garden” initiative within the Peace & Prosperity Zones, ensuring that any industrial development is complemented by the creation of permacultural food forests aimed at enhancing biodiversity and improving soil health.

## Section 5. Oversight and Accountability

**(a) Joint Oversight Committee:** The Secretary of State shall establish a Joint Oversight Committee, comprising representatives from the United States, China, and Taiwan, to ensure transparency, accountability, and equitable distribution of profits and products.

**(b) Reporting and Audits:** The Joint Oversight Committee shall conduct regular audits of the financial and operational activities within the Peace & Prosperity Zones. The results of these audits shall be reported to the relevant committees of Congress.



## Section 6. Diplomatic Engagement

**(a) International Collaboration:** The Secretary of State shall engage with international partners to promote the Peace & Prosperity Zones as a model for peaceful cooperation and economic interdependence, in alignment with the Peace & Prosperity doctrine.

**(b) Periodic Consultations:** The Secretary of State shall hold periodic consultations with the governments of China and Taiwan to review the progress of the Peace & Prosperity Zones and address any challenges that arise in their implementation.

## Section 7. General Provisions

**(a)** This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

**(b)** This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

## Section 8. Effective Date

This Executive Order is effective immediately.

### Signed:

[President's Signature]

[President's Name]

[Date]

## **Part II: Organizational and Compliance Framework**

# Peace & Prosperity Partners Company Charter

## Article I: Name and Formation

### Section 1.1 Name

The name of the joint venture shall be **Peace & Prosperity Partners** (hereinafter referred to as "the Company").

### Section 1.2 Formation

The Company is hereby established as a joint venture by and between the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan (collectively referred to as "the Participants"), pursuant to the **2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development**.

### Section 1.3 Legal Structure

The Company shall be established as a legal entity in the form of an international joint venture, registered under the laws of a mutually agreed jurisdiction that provides the necessary legal framework for its operations and protections for its assets.

## Article II: Purpose and Objectives

### Section 2.1 Purpose

The primary purpose of Peace & Prosperity Partners is to promote and facilitate the development and deployment of advanced non-military technologies, particularly in the areas of GPU and microchip production, within the Peace & Prosperity Zones established by the Participants.

### Section 2.2 Objectives

1. **Technology Development and Manufacturing:** To coordinate and oversee the production of advanced technologies such as GPUs, microchips, and other high-demand, non-military technologies within the Peace & Prosperity Zones.
2. **Economic Growth:** To generate economic growth by creating high-paying jobs, attracting investment, and enhancing the global competitiveness of the Participants' industries.

3. **Clean Energy Innovation:** To lead the deployment of clean energy technologies within the zones, ensuring that all manufacturing processes are environmentally sustainable.
4. **Peace and Stability:** To foster international cooperation and contribute to global peace and stability through economic collaboration and technological innovation.
5. **Profit Distribution:** To ensure the equitable distribution of profits and products generated by the Company in accordance with the Profit Utilization Agreement.

## Article III: Governance and Management

### Section 3.1 Board of Directors

1. **Composition:**

The Company shall be governed by a Board of Directors consisting of an equal number of representatives appointed by each of the Participants. Each Participant shall appoint three (3) directors, making a total of nine (9) directors.

2. **Responsibilities:**

The Board of Directors shall be responsible for overseeing the strategic direction, financial management, and operational performance of the Company. The Board shall also ensure that the Company's activities align with the goals outlined in the MOU and the Profit Utilization Agreement.

3. **Decision-Making:**

Decisions of the Board shall require a majority vote, with each director having one vote. In the event of a tie, a neutral third-party mediator, agreed upon by the Participants, shall be appointed to resolve the issue.

### Section 3.2 Executive Management

1. **Chief Executive Officer (CEO):**

The CEO shall be appointed by the Board of Directors and shall be responsible for the day-to-day management of the Company, including the implementation of the Board's decisions and the management of the Company's operations.

**2. Chief Financial Officer (CFO):**

The CFO shall be responsible for managing the Company's financial operations, including budgeting, accounting, and financial reporting. The CFO shall ensure compliance with the Profit Utilization Agreement and oversee the equitable distribution of profits.

**3. Chief Technology Officer (CTO):**

The CTO shall oversee all technological development and innovation within the Company, ensuring that the Company remains at the forefront of non-military technological advancements.

**4. Other Officers:**

The Board may appoint additional officers as necessary to support the operations of the Company, including roles in human resources, legal affairs, and environmental compliance.

## **Article IV: Operations**

### **Section 4.1 Headquarters**

The Company's headquarters shall be established in a location within one of the Peace & Prosperity Zones, to be determined by mutual agreement of the Participants.

### **Section 4.2 Operating Principles**

The Company shall operate in accordance with the following principles:

- 1. Sustainability:** All operations shall adhere to the highest environmental standards, prioritizing the use of clean energy and sustainable practices.
- 2. Transparency:** The Company shall maintain transparency in its financial and operational activities, including regular audits and reporting to the Participants.
- 3. Non-Militarization:** The Company's products and profits shall not be used for military purposes, in strict adherence to the principles outlined in the MOU and the Profit Utilization Agreement.

### **Section 4.3 Profit Allocation**

Profits generated by the Company shall be allocated in accordance with the Profit Utilization Agreement, with specific percentages distributed to each Participant based on their contributions and as mutually agreed.

## **Article V: Finance and Audit**

### **Section 5.1 Financial Management**

The Company shall establish and maintain a comprehensive financial management system, ensuring that all financial transactions are conducted in accordance with international accounting standards and the Profit Utilization Agreement.

### **Section 5.2 Audit Committee**

The Company shall establish an Audit Committee composed of representatives from each Participant. The Audit Committee shall oversee all financial audits, ensuring that the Company's financial operations are transparent and in compliance with the principles of the MOU.

### **Section 5.3 Annual Reporting**

The Company shall prepare and submit an annual financial report to the Board of Directors and the Participants, detailing the Company's financial performance, profit distribution, and compliance with environmental and non-militarization standards.

## **Article VI: Dispute Resolution**

### **Section 6.1 Mediation and Arbitration**

In the event of a dispute arising between the Participants regarding the interpretation or implementation of this Charter or any related agreements, the matter shall be referred to a neutral third-party mediator, as agreed by the Participants. If mediation fails, the dispute shall be resolved through binding arbitration, conducted in accordance with international arbitration standards.

## **Article VII: Amendments**

### **Section 7.1 Amendment Procedure**

This Charter may be amended by a unanimous vote of the Board of Directors, subject to the approval of the Participants. Any proposed amendments must be submitted in writing and reviewed by the Board before a vote is taken.

## **Article VIII: Dissolution**

**Section 8.1 Dissolution Procedure**

The Company may be dissolved upon mutual agreement of the Participants. In the event of dissolution, the Company's assets shall be liquidated, and the proceeds distributed in accordance with the Profit Utilization Agreement and the contributions of each Participant.

**Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# Shareholders Agreement for Peace & Prosperity Partners

**This Shareholders Agreement** (the "Agreement") is made and entered into as of [Date], by and among the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan (each a "Shareholder" and collectively the "Shareholders").

**WHEREAS**, the Shareholders have established Peace & Prosperity Partners (the "Company"), a joint venture formed under the laws of [Jurisdiction], pursuant to the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development (the "MOU");

**WHEREAS**, the Shareholders wish to define their rights and obligations as shareholders of the Company and establish certain procedures for the governance of the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Shareholders agree as follows:

## Article I: Share Capital and Ownership

### Section 1.1 Share Capital

The authorized share capital of the Company shall be divided into [Number] shares of common stock, with each Shareholder holding an equal number of shares, representing equal ownership interests in the Company.

### Section 1.2 Ownership Structure

Each Shareholder shall hold [Percentage]% of the issued and outstanding shares of the Company. The initial distribution of shares shall be as follows:

- Government of the United States of America: [Number] shares ([Percentage]%)
- Government of the People's Republic of China: [Number] shares ([Percentage]%)
- Government of Taiwan: [Number] shares ([Percentage]%)



**Section 1.3 Issuance of Additional Shares**

Any issuance of additional shares of the Company shall require the unanimous approval of all Shareholders. Additional shares, if issued, shall be offered to the existing Shareholders on a pro rata basis, based on their respective ownership percentages.

**Section 1.4 Transfer of Shares**

No Shareholder shall sell, transfer, or otherwise dispose of any shares of the Company without the prior written consent of the other Shareholders. In the event that a Shareholder wishes to transfer shares, the other Shareholders shall have the right of first refusal to purchase the shares on the same terms and conditions.

**Article II: Governance and Management****Section 2.1 Board of Directors**

The Company shall be governed by a Board of Directors (the "Board"), consisting of an equal number of directors appointed by each Shareholder. Each Shareholder shall appoint three (3) directors, making a total of nine (9) directors.

**Section 2.2 Voting Rights**

Each Shareholder shall have one vote per share held in all matters requiring shareholder approval. Decisions of the Shareholders shall require a majority vote, except as otherwise provided in this Agreement.

**Section 2.3 Appointment of Officers**

The Board of Directors shall appoint the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Technology Officer (CTO), and any other officers deemed necessary for the management of the Company. The appointment and removal of officers shall require the approval of the Board.

**Section 2.4 Shareholder Meetings**

Regular meetings of the Shareholders shall be held at least annually, at a time and place determined by the Board. Special meetings may be called by any Shareholder with reasonable notice to the other Shareholders.

**Section 2.5 Quorum**

A quorum for the transaction of business at any Shareholder meeting shall consist of Shareholders holding a majority of the shares entitled to vote.

## **Article III: Financial Matters**

### **Section 3.1 Profit Distribution**

Profits generated by the Company shall be distributed to the Shareholders in accordance with their respective ownership percentages, subject to the provisions of the Profit Utilization Agreement. The timing and amount of profit distributions shall be determined by the Board of Directors.

### **Section 3.2 Capital Contributions**

The Shareholders agree to make initial capital contributions to the Company as follows:

- Government of the United States of America: \$[Amount]
- Government of the People's Republic of China: \$[Amount]
- Government of Taiwan: \$[Amount]

Additional capital contributions may be required from time to time, as determined by the Board, to meet the Company's financial needs. Such contributions shall be made on a pro rata basis, based on each Shareholder's ownership percentage.

### **Section 3.3 Financial Records and Reporting**

The Company shall maintain accurate and complete financial records in accordance with generally accepted accounting principles (GAAP). The Company shall prepare and deliver to the Shareholders annual financial statements, including a balance sheet, income statement, and statement of cash flows, audited by an independent certified public accountant.

### **Section 3.4 Audit Rights**

Each Shareholder shall have the right to audit the financial records of the Company, at its own expense, upon reasonable notice to the Company. The results of any such audit shall be shared with all Shareholders.

## **Article IV: Restrictions and Covenants**

### **Section 4.1 Non-Compete**

The Shareholders agree that during the term of this Agreement, they shall not engage in any business or activity that directly competes with the business of the Company, without the prior written consent of the other Shareholders.

**Section 4.2 Confidentiality**

The Shareholders agree to maintain the confidentiality of all proprietary information, trade secrets, and business plans of the Company. This obligation shall survive the termination of this Agreement.

**Section 4.3 Intellectual Property**

Any intellectual property developed by the Company shall be owned jointly by the Shareholders, in proportion to their respective ownership percentages. The Shareholders agree to take all necessary steps to protect the Company's intellectual property rights.

**Article V: Dispute Resolution****Section 5.1 Mediation and Arbitration**

In the event of a dispute arising under this Agreement, the Shareholders agree to first seek resolution through mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration in accordance with the rules of the International Chamber of Commerce (ICC). The arbitration shall take place in a mutually agreed location, and the decision of the arbitrator(s) shall be final and binding on all parties.

**Article VI: Term and Termination****Section 6.1 Term**

This Agreement shall remain in effect until terminated by mutual agreement of the Shareholders or upon the dissolution of the Company.

**Section 6.2 Termination for Cause**

A Shareholder may terminate its participation in this Agreement upon the occurrence of a material breach by another Shareholder, provided that the breaching Shareholder has been given written notice of the breach and a reasonable opportunity to cure it.

**Section 6.3 Dissolution**

In the event of the dissolution of the Company, the Company's assets shall be liquidated, and the proceeds distributed to the Shareholders in accordance with their respective ownership percentages, after the satisfaction of all debts and obligations.

## **Article VII: Miscellaneous**

### **Section 7.1 Amendments**

This Agreement may be amended only by a written agreement signed by all Shareholders.

### **Section 7.2 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

### **Section 7.3 Entire Agreement**

This Agreement, together with the Company Charter, the MOU, and the Profit Utilization Agreement, constitutes the entire agreement among the Shareholders with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written.

### **Section 7.4 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **Section 7.5 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# Operating Agreement for Peace & Prosperity Partners

**This Operating Agreement** (the "Agreement") is made and entered into as of [Date], by and among the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan (each a "Member" and collectively the "Members"), for the operation and management of Peace & Prosperity Partners (the "Company").

**WHEREAS**, the Members have established Peace & Prosperity Partners as a joint venture pursuant to the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development (the "MOU");

**WHEREAS**, the Members wish to set forth the rules and procedures for the day-to-day operations and management of the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Members agree as follows:

## Article I: Company Structure and Purpose

### Section 1.1 Legal Structure

The Company is organized as a joint venture under the laws of [Jurisdiction]. It shall be governed by this Operating Agreement, the Company Charter, the Shareholders Agreement, and applicable laws and regulations.

### Section 1.2 Purpose

The purpose of the Company is to oversee the development and deployment of advanced non-military technologies, promote clean energy innovation, and foster global peace and prosperity through the operation of Peace & Prosperity Zones.

## Article II: Management and Decision-Making

### Section 2.1 Management Structure

The management of the Company shall be vested in the Board of Directors (the "Board"), which shall oversee the strategic direction and overall operations of the Company. Day-to-day operations shall be managed by the Chief Executive Officer (CEO) and other officers appointed by the Board.

### Section 2.2 Roles and Responsibilities

1. **Chief Executive Officer (CEO):**

The CEO shall be responsible for implementing the strategic decisions of the Board, managing the daily operations of the Company, and ensuring that the Company's activities align with its purpose and objectives. The CEO shall report directly to the Board.

2. **Chief Financial Officer (CFO):**

The CFO shall manage the financial operations of the Company, including budgeting, financial reporting, and compliance with the Profit Utilization Agreement. The CFO shall also oversee the allocation of profits as directed by the Board and report on the Company's financial performance.

3. **Chief Technology Officer (CTO):**

The CTO shall oversee the development and deployment of advanced technologies within the Peace & Prosperity Zones. The CTO shall ensure that all technological initiatives align with the Company's objectives and maintain the highest standards of innovation and quality.

4. **Chief Operating Officer (COO):**

The COO shall be responsible for the operational efficiency of the Company, including overseeing the logistics, production processes, and compliance with environmental standards. The COO shall ensure that all operations are conducted in a sustainable and efficient manner.

5. **Other Officers:**

The Board may appoint additional officers as necessary to support the Company's operations, including roles in human resources, legal affairs, and environmental compliance.

## **Section 2.3 Decision-Making Authority**

1. **Board of Directors:**

The Board shall have the authority to make all major decisions regarding the strategic direction of the Company, including approval of the annual budget, significant capital expenditures, and any amendments to this Agreement.

2. **Officer Authority:**

Officers shall have the authority to manage the daily operations of the Company within the scope of their roles and in accordance with the decisions and policies established by the Board. Any decision by an officer that falls outside of routine operations or has significant financial implications must be approved by the Board.

## **Section 2.4 Meetings and Quorum**

### **1. Board Meetings:**

The Board shall hold regular meetings at least quarterly, with additional meetings as necessary. Meetings may be held in person, by video conference, or teleconference.

### **2. Quorum:**

A quorum for the transaction of business at any Board meeting shall consist of a majority of the directors. Decisions of the Board shall require a majority vote of the directors present, unless otherwise specified in this Agreement.

## **Section 2.5 Conflict Resolution**

In the event of a conflict or disagreement among the officers or between the officers and the Board, the matter shall be referred to the Board for resolution. If the Board is unable to reach a resolution, the conflict shall be addressed in accordance with the dispute resolution procedures outlined in the Shareholders Agreement.

## **Article III: Financial Management**

### **Section 3.1 Financial Operations**

The Company shall establish and maintain a comprehensive financial management system, including accounting procedures, financial reporting, and compliance with international accounting standards. The CFO shall be responsible for overseeing all financial operations and ensuring that the Company's finances are managed in a transparent and accountable manner.

### **Section 3.2 Budgeting**

The CFO, in collaboration with the CEO and other officers, shall prepare an annual budget for the Company. The budget shall be submitted to the Board for approval and shall include projected revenues, expenses, and capital expenditures. The CFO shall monitor actual financial performance against the budget and report any significant variances to the Board.

### **Section 3.3 Profit Allocation and Distribution**

Profits generated by the Company shall be allocated and distributed in accordance with the Profit Utilization Agreement and the Shareholders Agreement. The CFO shall ensure that profit distributions are made in a timely manner and in compliance with all applicable agreements and regulations.

### **Section 3.4 Audits and Reporting**

The Company's financial records shall be audited annually by an independent certified public accountant, as selected by the Board. The results of the audit shall be presented to the Board and made available to all Members. The CFO shall also prepare and submit quarterly financial reports to the Board, detailing the Company's financial performance and any significant financial issues.

## **Article IV: Operations and Compliance**

### **Section 4.1 Operational Efficiency**

The Company shall strive for operational excellence in all its activities. The COO shall be responsible for implementing best practices in production, logistics, and resource management to ensure that the Company operates efficiently and effectively.

### **Section 4.2 Environmental Compliance**

The Company shall adhere to the highest environmental standards in all its operations. The COO, in collaboration with the Chief Environmental Officer (if appointed), shall ensure that the Company complies with all applicable environmental laws and regulations, including the use of clean energy technologies within the Peace & Prosperity Zones.

### **Section 4.3 Non-Militarization Compliance**

The Company shall strictly adhere to the principles of non-militarization as outlined in the MOU and the Profit Utilization Agreement. The CTO shall ensure that all products developed and produced by the Company are used exclusively for peaceful, civilian purposes.

### **Section 4.4 Risk Management**

The Company shall implement a comprehensive risk management program to identify, assess, and mitigate potential risks to its operations. The CEO, in collaboration with the CFO and COO, shall be responsible for ensuring that appropriate risk management strategies are in place and that all significant risks are reported to the Board.

## **Article V: Human Resources**

### **Section 5.1 Employment Practices**

The Company shall establish fair and equitable employment practices in compliance



with international labor standards. The Human Resources (HR) Director, if appointed, shall oversee the recruitment, hiring, and management of employees, ensuring that the Company maintains a diverse and skilled workforce.

### **Section 5.2 Compensation and Benefits**

The Company shall offer competitive compensation and benefits packages to attract and retain top talent. The HR Director, in collaboration with the CFO, shall develop and implement compensation policies that are aligned with industry standards and the Company's financial goals.

### **Section 5.3 Employee Training and Development**

The Company shall invest in the ongoing training and development of its employees to enhance their skills and capabilities. The HR Director shall establish training programs that support the Company's strategic objectives and promote professional growth among employees.

### **Section 5.4 Workplace Safety**

The Company shall maintain a safe and healthy work environment for all employees. The COO, in collaboration with the HR Director and any appointed safety officers, shall implement workplace safety programs and ensure compliance with all relevant safety regulations.

## **Article VI: Confidentiality and Intellectual Property**

### **Section 6.1 Confidentiality**

All Members, officers, employees, and contractors of the Company shall be required to maintain the confidentiality of the Company's proprietary information, trade secrets, and business plans. Any breach of confidentiality shall be subject to disciplinary action, up to and including termination of employment or contract.

### **Section 6.2 Intellectual Property Rights**

The intellectual property developed by the Company shall be owned jointly by the Members, in proportion to their respective ownership interests. The CTO shall oversee the protection and management of the Company's intellectual property, including patents, trademarks, and copyrights.

### **Section 6.3 Use of Intellectual Property**

The Company's intellectual property shall be used exclusively for the purposes of advancing the Company's objectives and shall not be licensed or sold to third parties without the prior approval of the Board.

## **Article VII: Dispute Resolution**

### **Section 7.1 Internal Dispute Resolution**

In the event of a dispute among the officers or between the officers and the Board regarding the management or operation of the Company, the dispute shall be referred to the Board for resolution. If the Board is unable to resolve the dispute, the matter shall be addressed in accordance with the dispute resolution procedures outlined in the Shareholders Agreement.

### **Section 7.2 External Dispute Resolution**

Disputes arising between the Members related to this Operating Agreement or the operation of the Company shall be resolved through mediation and arbitration as specified in the Shareholders Agreement.

## **Article VIII: Amendments**

### **Section 8.1 Amendment Procedure**

This Operating Agreement may be amended only by a unanimous vote of the Board of Directors, with the approval of the Members. Any proposed amendments must be submitted in writing and reviewed by the Board before a vote is taken.

## **Article IX: Miscellaneous**

### **Section 9.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

### **Section 9.2 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **Section 9.3 Entire Agreement**

This Agreement, together with the Company Charter, the Shareholders Agreement, the MOU, and the Profit Utilization Agreement, constitutes the entire agreement among the Members with respect to the operation of the Company and supersedes all prior agreements and understandings, whether oral or written.

### **Section 9.4 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# **Bylaws of Peace & Prosperity Partners**

## **Article I: Corporate Offices**

### **Section 1.1 Principal Office**

The principal office of Peace & Prosperity Partners (the "Company") shall be located in [City, Country], within one of the Peace & Prosperity Zones established by the Participants. The exact location of the principal office shall be determined by the Board of Directors.

### **Section 1.2 Other Offices**

The Company may establish other offices as necessary to conduct its business, both within and outside the Peace & Prosperity Zones, as determined by the Board of Directors.

## **Article II: Shareholders**

### **Section 2.1 Annual Meeting**

The annual meeting of the Shareholders shall be held on [Date] each year, or on such other date as may be fixed by the Board of Directors, for the purpose of electing directors and transacting such other business as may properly come before the meeting.

### **Section 2.2 Special Meetings**

Special meetings of the Shareholders may be called at any time by the Board of Directors, the CEO, or by Shareholders holding not less than [Percentage]% of the voting power of all shares entitled to vote. Notice of such special meetings shall be given in accordance with Section 2.3.

### **Section 2.3 Notice of Meetings**

Written notice stating the place, date, and time of any Shareholder meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Shareholder not less than [Number] days before the date of the meeting.

### **Section 2.4 Quorum**

A quorum for the transaction of business at any Shareholder meeting shall consist of Shareholders holding a majority of the shares entitled to vote. If a quorum is not present, the meeting may be adjourned to a later date.

**Section 2.5 Voting**

Each Shareholder shall be entitled to one vote per share held on all matters submitted to a vote of the Shareholders. Except as otherwise provided by law or these Bylaws, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote shall be the act of the Shareholders.

**Article III: Board of Directors****Section 3.1 General Powers**

The business and affairs of the Company shall be managed by or under the direction of the Board of Directors (the "Board"), which shall have the authority to exercise all such powers of the Company and do all such lawful acts and things as are not by law, the Company Charter, or these Bylaws directed or required to be exercised or done by the Shareholders.

**Section 3.2 Number and Composition**

The number of directors constituting the Board shall be [Number], with [Number] directors appointed by each Shareholder, as specified in the Shareholders Agreement.

**Section 3.3 Term of Office**

Each director shall hold office until the next annual meeting of the Shareholders and until a successor has been duly elected and qualified, or until the director's earlier death, resignation, or removal.

**Section 3.4 Resignation and Removal**

A director may resign at any time by delivering written notice to the CEO or the Secretary of the Company. A director may be removed with or without cause by the Shareholder that appointed the director.

**Section 3.5 Vacancies**

Any vacancy occurring on the Board may be filled by the Shareholder that appointed the director whose seat is vacant. The new director shall serve for the unexpired term of their predecessor.

**Section 3.6 Meetings of the Board**

The Board shall hold regular meetings at least quarterly, at such time and place as the Board may determine. Special meetings of the Board may be called by the Chairperson of the Board or by any [Number] directors. Notice of any special meeting shall be given at least [Number] days before the meeting.

**Section 3.7 Quorum and Voting**

A majority of the directors then in office shall constitute a quorum for the transaction of business. Except as otherwise provided in these Bylaws, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

**Section 3.8 Compensation**

Directors may receive compensation for their services as directors, as determined by the Board. Directors may also be reimbursed for reasonable expenses incurred in connection with their attendance at Board meetings.

**Article IV: Officers****Section 4.1 Officers**

The officers of the Company shall be the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Technology Officer (CTO), Chief Operating Officer (COO), and such other officers as may be appointed by the Board. Any number of offices may be held by the same person, except that the offices of CEO and CFO shall not be held by the same person.

**Section 4.2 Appointment and Term of Office**

The officers shall be appointed by the Board at its first meeting following the annual meeting of the Shareholders. Each officer shall hold office until a successor is duly appointed and qualified, or until the officer's earlier death, resignation, or removal.

**Section 4.3 Resignation and Removal**

An officer may resign at any time by delivering written notice to the CEO or the Secretary of the Company. An officer may be removed with or without cause by the Board.

**Section 4.4 Vacancies**

A vacancy in any office may be filled by the Board for the unexpired portion of the term.

**Section 4.5 Duties of Officers****1. Chief Executive Officer (CEO):**

The CEO shall be the principal executive officer of the Company and shall have general supervision and control over the business and operations of the

Company, subject to the direction of the Board. The CEO shall preside at all meetings of the Shareholders and the Board.

**2. Chief Financial Officer (CFO):**

The CFO shall have charge and custody of and be responsible for all funds and securities of the Company, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board.

**3. Chief Technology Officer (CTO):**

The CTO shall oversee the development and implementation of the Company's technology strategies, ensuring alignment with the Company's objectives and the principles outlined in the MOU and the Profit Utilization Agreement.

**4. Chief Operating Officer (COO):**

The COO shall oversee the day-to-day operations of the Company, including production, logistics, and compliance with environmental standards. The COO shall report to the CEO and work closely with other officers to ensure operational efficiency.

**5. Other Officers:**

The duties of other officers shall be as prescribed by the Board or the CEO.

## **Article V: Committees**

### **Section 5.1 Committees of the Board**

The Board may, by resolution passed by a majority of the directors, designate one or more committees, each committee to consist of one or more of the directors. Any such committee, to the extent provided in the resolution of the Board and permitted by law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, except as otherwise limited by the Board or these Bylaws.

### **Section 5.2 Audit Committee**

The Company shall have an Audit Committee composed of directors appointed by the Board. The Audit Committee shall oversee the Company's financial reporting, internal controls, and compliance with legal and regulatory requirements. The

Audit Committee shall also be responsible for selecting and supervising the independent auditors of the Company.

### **Section 5.3 Other Committees**

The Board may establish other committees as it deems necessary or appropriate to assist in the management of the Company. The powers, duties, and procedures of such committees shall be as determined by the Board.

## **Article VI: Indemnification**

### **Section 6.1 Indemnification of Directors and Officers**

The Company shall indemnify and hold harmless each director and officer of the Company to the fullest extent permitted by law against all expenses, liabilities, and losses (including attorneys' fees, judgments, fines, and amounts paid in settlement) reasonably incurred or suffered by such person in connection with their service as a director or officer of the Company.

### **Section 6.2 Advance of Expenses**

The Company shall pay the expenses incurred by a director or officer in defending any civil, criminal, administrative, or investigative action, suit, or proceeding in advance of the final disposition of such action, suit, or proceeding, upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that they are not entitled to be indemnified by the Company.

### **Section 6.3 Insurance**

The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Company, against any liability asserted against such person and incurred by them in any such capacity, or arising out of their status as such, whether or not the Company would have the power to indemnify them against such liability under these Bylaws or applicable law.

## **Article VII: Corporate Records**

### **Section 7.1 Records to be Kept**

The Company shall keep correct and complete books and records of account, minutes of the proceedings of the Shareholders and the Board, and a record of the names and addresses of the Shareholders entitled to vote.



**Section 7.2 Inspection of Records**

Any Shareholder or director may inspect and copy the books, records, and documents of the Company, at their own expense, during regular business hours, for any proper purpose reasonably related to their interest in the Company.

**Article VIII: Amendments****Section 8.1 Amendment of Bylaws**

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the affirmative vote of a majority of the directors then in office, with the approval of the Shareholders.

**Article IX: Miscellaneous****Section 9.1 Fiscal Year**

The fiscal year of the Company shall be fixed by resolution of the Board.

**Section 9.2 Seal**

The Board may adopt a corporate seal, which shall be in such form as the Board may determine. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

**Section 9.3 Waiver of Notice**

Whenever any notice is required to be given to any Shareholder or director under the provisions of these Bylaws, the Company Charter, or applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**Section 9.4 Governing Law**

These Bylaws shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

**Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# **Environmental and Compliance Policy for Peace & Prosperity Partners**

## **Policy Statement**

Peace & Prosperity Partners (the "Company") is committed to conducting its operations in an environmentally responsible manner and in full compliance with all applicable environmental laws, regulations, and international agreements. This Environmental and Compliance Policy (the "Policy") sets forth the principles, standards, and procedures that the Company shall follow to ensure the protection of the environment and the promotion of sustainable development within the Peace & Prosperity Zones.

## **Article I: Environmental Stewardship**

### **Section 1.1 Commitment to Sustainability**

The Company is dedicated to integrating environmental sustainability into all aspects of its operations. This includes the use of clean energy technologies, the minimization of waste and emissions, and the protection of natural resources and biodiversity within the Peace & Prosperity Zones.

### **Section 1.2 Clean Energy Requirement**

The Company shall ensure that all energy consumed within its operations is derived from clean and renewable energy sources, in accordance with the goals set forth in the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development (the "MOU"). The Chief Operating Officer (COO) shall be responsible for overseeing the implementation of clean energy technologies and ensuring compliance with this requirement.

### **Section 1.3 Environmental Impact Assessments**

Prior to the commencement of any major project or expansion within the Peace & Prosperity Zones, the Company shall conduct a comprehensive Environmental Impact Assessment (EIA). The EIA shall evaluate the potential environmental impacts of the proposed project and recommend measures to mitigate any adverse effects. The findings of the EIA shall be reviewed and approved by the Board of Directors before any project is initiated.

**Section 1.4 Waste Management and Pollution Prevention**

The Company shall implement robust waste management practices aimed at minimizing waste generation, promoting recycling and reuse, and ensuring the safe disposal of hazardous materials. The Company shall also take proactive measures to prevent pollution, including the reduction of emissions and the control of effluents. The COO, in collaboration with the Chief Environmental Officer (if appointed), shall oversee the implementation of these practices.

**Section 1.5 “Raise a Building, Grow a Garden” Initiative**

In alignment with the MOU, the Company shall implement the “Raise a Building, Grow a Garden” initiative, ensuring that any industrial development is accompanied by the creation of permacultural food forests. These forests shall be designed to enhance biodiversity, improve soil health, and contribute to carbon sequestration. The COO shall be responsible for ensuring the successful implementation of this initiative.

**Article II: Compliance with Environmental Laws and Regulations****Section 2.1 Legal Compliance**

The Company shall comply with all applicable environmental laws, regulations, and international agreements in the jurisdictions where it operates. This includes compliance with environmental standards set by national governments, international organizations, and regulatory bodies. The Legal Department, in collaboration with the COO, shall be responsible for ensuring compliance with these legal requirements.

**Section 2.2 Permitting and Licensing**

The Company shall obtain all necessary environmental permits and licenses required for its operations within the Peace & Prosperity Zones. The COO, in collaboration with the Legal Department, shall ensure that all permits and licenses are obtained in a timely manner and that the Company remains in compliance with the conditions set forth in these permits and licenses.

**Section 2.3 Reporting and Documentation**

The Company shall maintain accurate and complete records of its environmental performance, including records of emissions, waste management, energy consumption, and compliance with environmental regulations. The COO shall

prepare and submit regular environmental compliance reports to the Board of Directors and relevant regulatory authorities.

### **Section 2.4 Audits and Inspections**

The Company shall conduct regular environmental audits and inspections to assess its compliance with this Policy and applicable environmental laws. The results of these audits shall be reported to the Board of Directors, and any non-compliance issues shall be promptly addressed.

## **Article III: Training and Awareness**

### **Section 3.1 Employee Training**

The Company shall provide regular training to all employees on environmental sustainability, legal compliance, and best practices in waste management and pollution prevention. The Human Resources (HR) Department, in collaboration with the COO, shall be responsible for developing and implementing the training programs.

### **Section 3.2 Awareness Campaigns**

The Company shall conduct ongoing awareness campaigns to promote environmental responsibility among employees, contractors, and stakeholders. These campaigns shall emphasize the importance of sustainable practices and the role of each individual in contributing to the Company's environmental goals.

## **Article IV: Continuous Improvement**

### **Section 4.1 Sustainability Goals**

The Company shall establish and periodically review its sustainability goals to ensure continuous improvement in environmental performance. The COO, in collaboration with the Board of Directors, shall set specific, measurable, and time-bound targets for reducing emissions, conserving resources, and enhancing biodiversity.

### **Section 4.2 Innovation and Technology**

The Company shall actively seek and implement innovative technologies that enhance environmental sustainability and operational efficiency. The Chief Technology Officer (CTO), in collaboration with the COO, shall be responsible for identifying and integrating new technologies that support the Company's environmental objectives.

**Section 4.3 Stakeholder Engagement**

The Company shall engage with stakeholders, including local communities, regulatory authorities, and environmental organizations, to gather input and feedback on its environmental practices. The COO shall lead these engagement efforts and incorporate stakeholder feedback into the Company's environmental strategies.

**Signed:**

For the Board of Directors of Peace & Prosperity Partners:

[Signature]

[Name, Title]

[Date]

# **International Trade and Export Control Compliance Policy for Peace & Prosperity Partners**

## **Policy Statement**

Peace & Prosperity Partners (the "Company") is committed to conducting its international trade activities in full compliance with all applicable laws, regulations, and international agreements governing trade, export controls, and sanctions. This International Trade and Export Control Compliance Policy (the "Policy") establishes the principles, standards, and procedures that the Company shall follow to ensure compliance with these requirements and to prevent the unauthorized transfer of sensitive technologies.

## **Article I: Trade Compliance**

### **Section 1.1 Commitment to Legal Compliance**

The Company shall comply with all applicable trade laws, regulations, and international agreements in the jurisdictions where it operates. This includes compliance with export controls, import regulations, customs laws, and international sanctions. The Legal Department, in collaboration with the Chief Financial Officer (CFO), shall be responsible for ensuring compliance with these legal requirements.

### **Section 1.2 Export Control Classification**

The Company shall classify all products, software, and technologies that it exports according to the applicable export control regulations of the jurisdictions in which it operates. The Legal Department, in collaboration with the Chief Technology Officer (CTO), shall ensure that all exports are properly classified and that the necessary export licenses are obtained.

### **Section 1.3 Licensing and Authorization**

The Company shall obtain all necessary export licenses and authorizations required for the export of controlled products, software, and technologies. The Legal Department shall be responsible for managing the licensing process and ensuring that all exports are conducted in compliance with the terms and conditions of the licenses.

**Section 1.4 Screening and Due Diligence**

The Company shall conduct thorough screening and due diligence on all customers, suppliers, and partners to ensure compliance with export control laws and sanctions. This includes verifying the identities of all parties involved in a transaction and ensuring that no transactions are conducted with restricted or sanctioned entities. The Legal Department, in collaboration with the CFO, shall be responsible for conducting these screenings.

**Article II: Compliance with Sanctions and Embargoes****Section 2.1 Sanctions Compliance**

The Company shall comply with all applicable international sanctions and embargoes, including those imposed by the United Nations, the European Union, and the individual jurisdictions in which it operates. The Legal Department shall be responsible for monitoring sanctions lists and ensuring that the Company does not engage in prohibited transactions.

**Section 2.2 Prohibited Transactions**

The Company shall not engage in any transactions involving countries, entities, or individuals subject to sanctions or embargoes, unless specifically authorized by the relevant authorities. The CFO, in collaboration with the Legal Department, shall ensure that all transactions are screened for compliance with sanctions and embargoes.

**Section 2.3 Reporting and Escalation**

Any suspected or actual violation of sanctions or embargoes shall be reported immediately to the Legal Department. The Legal Department shall conduct a thorough investigation and, if necessary, escalate the matter to the appropriate regulatory authorities. The Company shall cooperate fully with any investigations conducted by regulatory authorities.

**Article III: Technology and Intellectual Property Controls****Section 3.1 Controlled Technology**

The Company shall implement strict controls over the transfer of controlled technologies, including dual-use technologies, to ensure that they are not exported or re-exported in violation of export control laws. The CTO, in collaboration with the



Legal Department, shall be responsible for identifying controlled technologies and implementing appropriate safeguards.

### **Section 3.2 Intellectual Property Protection**

The Company shall take all necessary measures to protect its intellectual property from unauthorized transfer or disclosure. This includes the implementation of secure communication channels, encryption, and access controls. The CTO shall oversee the protection of intellectual property and ensure that it is not compromised in the course of international trade activities.

### **Section 3.3 Training and Awareness**

The Company shall provide regular training to employees on export control laws, technology transfer restrictions, and intellectual property protection. The HR Department, in collaboration with the Legal Department and the CTO, shall be responsible for developing and implementing the training programs.

## **Article IV: Compliance Monitoring and Reporting**

### **Section 4.1 Compliance Monitoring**

The Company shall implement a compliance monitoring program to ensure adherence to this Policy and all applicable trade and export control regulations. The CFO, in collaboration with the Legal Department, shall be responsible for monitoring compliance and conducting regular audits of the Company's trade activities.

### **Section 4.2 Internal Audits and Reviews**

The Company shall conduct regular internal audits and reviews of its trade activities to identify any potential compliance risks and to ensure that all export control measures are being followed. The results of these audits shall be reported to the Board of Directors and any necessary corrective actions shall be implemented promptly.

### **Section 4.3 Incident Reporting**

Any suspected or actual violation of this Policy or applicable trade laws shall be reported immediately to the Legal Department. The Legal Department shall investigate the incident and, if necessary, report the violation to the appropriate regulatory authorities. The Company shall cooperate fully with any investigations conducted by regulatory authorities.

## **Article V: Continuous Improvement**

### **Section 5.1 Policy Review and Updates**

This Policy shall be reviewed and updated periodically to ensure that it remains current with changes in trade laws, export control regulations, and international sanctions. The Legal Department, in collaboration with the CFO, shall be responsible for reviewing and updating this Policy as necessary.

### **Section 5.2 Best Practices and Innovation**

The Company shall actively seek and implement best practices in trade compliance and export control to enhance its operational efficiency and reduce compliance risks. The CTO, in collaboration with the CFO and Legal Department, shall be responsible for identifying and integrating innovative technologies and practices that support the Company's compliance efforts.

### **Section 5.3 Stakeholder Engagement**

The Company shall engage with stakeholders, including regulatory authorities, industry associations, and trade partners, to ensure that it remains informed of changes in trade laws and export control regulations. The CFO shall lead these engagement efforts and incorporate stakeholder feedback into the Company's compliance strategies.

### **Signed:**

For the Board of Directors of Peace & Prosperity Partners:

[Signature]

[Name, Title]

[Date]

# Technology Transfer and Intellectual Property Agreement for Peace & Prosperity Partners

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**This Technology Transfer and Intellectual Property Agreement** (the "Agreement") is made and entered into as of [Date], by and among the Government of the United States of America, the Government of the People's Republic of China, and the Government of Taiwan (each a "Participant" and collectively the "Participants"), through their joint venture, Peace & Prosperity Partners (the "Company").

**WHEREAS**, the Participants have established Peace & Prosperity Partners as a joint venture pursuant to the 2024 Memorandum of Understanding to Promote Peace, Prosperity, and Advanced Technology Development (the "MOU");

**WHEREAS**, the Participants recognize the importance of protecting intellectual property rights and ensuring that technology transfer among the Participants is conducted legally, ethically, and in accordance with international standards;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Participants agree as follows:

---

## Article I: Definitions

### Section 1.1 Intellectual Property (IP)

"Intellectual Property" or "IP" shall include all patents, trademarks, copyrights, trade secrets, know-how, inventions, designs, software, and any other proprietary information or rights developed, owned, or licensed by the Participants or the Company.

### Section 1.2 Technology Transfer

"Technology Transfer" shall refer to the process by which technology, know-how, or proprietary information is shared, licensed, or otherwise transferred among the Participants or with third parties, whether within or outside the Peace & Prosperity Zones.

### Section 1.3 Licensed Technology

"Licensed Technology" shall refer to any technology or IP that is licensed by one Participant to another Participant or to the Company for use in the development and production of products or services within the Peace & Prosperity Zones.

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## **Article II: Ownership of Intellectual Property**

### **Section 2.1 Ownership by the Company**

Any IP developed solely by the Company, through the efforts of its employees, contractors, or agents, shall be owned by the Company. The Company shall have the exclusive right to use, license, or transfer such IP, subject to the terms of this Agreement and the Shareholders Agreement.

### **Section 2.2 Ownership by the Participants**

IP that is developed solely by a Participant, or jointly by two or more Participants but not within the scope of the Company's operations, shall be owned by the respective Participant(s). The ownership of such IP shall be determined by the laws of the jurisdiction(s) in which the IP was developed.

### **Section 2.3 Jointly Developed IP**

IP that is jointly developed by the Company and one or more Participants, or by two or more Participants within the scope of the Company's operations, shall be jointly owned by the Company and the respective Participant(s). The terms of joint ownership, including the rights to use, license, or transfer the jointly developed IP, shall be agreed upon in a separate joint ownership agreement.

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## **Article III: Technology Transfer**

### **Section 3.1 Licensing of Technology**

Each Participant agrees to grant the Company and, if applicable, the other Participants, a non-exclusive, royalty-free, non-transferable license to use its Licensed Technology for the development, production, and commercialization of products or services within the Peace & Prosperity Zones. The terms of such licenses, including any limitations on use or sublicensing, shall be specified in individual licensing agreements.

### **Section 3.2 Confidentiality and Non-Disclosure**

All Participants and the Company shall maintain the confidentiality of any proprietary information or IP that is transferred under this Agreement. Non-disclosure agreements (NDAs) shall be executed by all parties involved in the transfer of technology, and such agreements shall be in place before any proprietary information is shared.

### **Section 3.3 Restrictions on Transfer**

Technology transferred under this Agreement shall not be further transferred, sublicensed, or otherwise shared with third parties without the prior written consent of the original owner of the IP. Any unauthorized transfer or use of Licensed Technology shall be considered a material breach of this Agreement.

### **Section 3.4 Compliance with Export Control Laws**

All technology transfers under this Agreement shall comply with applicable export control laws and regulations, including those governing the transfer of dual-use technologies. The Legal Department of the Company, in collaboration with the legal teams of the Participants, shall ensure that all transfers are conducted in accordance with these laws.

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## **Article IV: Intellectual Property Protection**

### **Section 4.1 Protection of IP Rights**

The Company and the Participants shall take all necessary steps to protect the IP rights associated with any technology or proprietary information transferred under this Agreement. This includes the filing of patents, trademarks, and copyrights, as well as the enforcement of NDAs and other protective measures.

### **Section 4.2 Infringement and Enforcement**

In the event of any unauthorized use, infringement, or misappropriation of IP related to the Licensed Technology, the Company and the affected Participant(s) shall cooperate to take appropriate legal action. The costs of such enforcement actions shall be borne by the party initiating the action unless otherwise agreed.

### **Section 4.3 Third-Party Claims**

If a third party asserts a claim of IP infringement against the Company or any Participant in connection with the use of Licensed Technology, the Participant that provided the Licensed Technology shall indemnify and hold harmless the Company and the other Participants from and against any losses, damages, or liabilities arising from such claims, provided that the technology was used in accordance with the terms of this Agreement.

---

## **Article V: Dispute Resolution**

### **Section 5.1 Mediation and Arbitration**

Any dispute arising under this Agreement shall be resolved through mediation, and

if mediation is unsuccessful, through binding arbitration in accordance with the rules of the International Chamber of Commerce (ICC). The arbitration shall take place in a mutually agreed location, and the decision of the arbitrator(s) shall be final and binding on all parties.

### **Section 5.2 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

---

## **Article VI: Amendments and Termination**

### **Section 6.1 Amendments**

This Agreement may be amended only by a written agreement signed by all Participants. Any proposed amendments must be submitted in writing and reviewed by the legal teams of each Participant before a vote is taken.

### **Section 6.2 Termination**

This Agreement may be terminated by mutual consent of all Participants or upon the dissolution of the Company. In the event of termination, any licenses granted under this Agreement shall remain in effect for a period of [Number] years, unless otherwise agreed by the Participants.

---

## **Article VII: Miscellaneous**

### **Section 7.1 Entire Agreement**

This Agreement, together with the Company Charter, the Shareholders Agreement, the Operating Agreement, and any individual licensing agreements, constitutes the entire agreement among the Participants with respect to the transfer and protection of technology and intellectual property and supersedes all prior agreements and understandings, whether oral or written.

### **Section 7.2 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **Section 7.3 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

---

**Signed:**

For the Government of the United States of America:

[Signature]

[Name, Title]

[Date]

For the Government of the People's Republic of China:

[Signature]

[Name, Title]

[Date]

For the Government of Taiwan:

[Signature]

[Name, Title]

[Date]

# **Peace & Prosperity Partners and Fertile Mountain Partnership Joint Venture Non-Competition Agreement**

## **Preamble**

This Non-Competition Agreement ("Agreement") is entered into on this [Date], by and between **Peace & Prosperity Partners**, an international collaborative organization focused on advancing global peace and economic prosperity, and **Fertile Mountain Partnership Joint Venture**, a strategic initiative dedicated to fostering innovation and economic growth in non-combusting petroleum products and advanced technologies.

## **Recitals**

WHEREAS, Peace & Prosperity Partners is focused on sectors including but not limited to GPU and microchip production as part of its economic initiatives;

WHEREAS, Fertile Mountain Partnership Joint Venture is committed to developing and commercializing non-combusting petroleum products and other advanced technologies, excluding GPU and microchip production;

WHEREAS, both parties recognize the importance of clearly defining their areas of operation to avoid competition and ensure mutual benefit;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **Article I: Non-Competition Agreement**

### **1) Commitment by Fertile Mountain Partnership Joint Venture:**

- a) Fertile Mountain Partnership Joint Venture agrees to refrain from entering or participating in the GPU and microchip production sectors, acknowledging that these areas are the domain of Peace & Prosperity Partners.

### **2) Commitment by Peace & Prosperity Partners:**

- a) Peace & Prosperity Partners agrees to refrain from entering or participating in the non-combusting petroleum product sectors, acknowledging that these areas are the domain of the Fertile Mountain Partnership Joint Venture.

## **Article II: Scope of Agreement**

### **1) Geographical Scope:**



- a) The commitments made under this Agreement apply globally to all operations and initiatives undertaken by either party.

## **2) Sectoral Scope:**

- a) The sectors covered under this Agreement are specifically defined as:
  - i) For Peace & Prosperity Partners: GPU and microchip production.
  - ii) For Fertile Mountain Partnership Joint Venture: Non-combusting petroleum products and associated technologies.

## **Article III: Trade Relations and Cooperation**

### **1) Mutual Support:**

- a) Both parties agree to support each other's initiatives within their respective sectors and to share relevant non-confidential information that may aid in the development of their operations.

### **2) Colocation Agreement:**

- a) Peace & Prosperity Partners anticipates entering into one or more colocation agreements with Fertile Mountain Partnership at mutually agreed-upon locations. These agreements will be formalized in a written document outlining the specific terms and conditions of the colocation arrangement. Each agreement shall aim to advance the shared objectives of both parties while ensuring the efficient and cooperative use of resources.

### **3) Good Trading Relations:**

- a) The parties commit to maintaining positive and mutually beneficial trading relations, ensuring that any products or technologies developed within their respective domains have access to global markets under favorable conditions.

## **Article IV: Term and Termination**

### **1) Term:**

- a) This Agreement shall commence on the date of signing and shall continue in effect indefinitely, unless terminated in accordance with this Article.

### **2) Termination:**

- a) Either party may terminate this Agreement with six (6) months' written notice, provided that the terminating party provides a detailed explanation for the termination.

## **Article V: Dispute Resolution**

### **1) Negotiation:**

- a) In the event of a dispute arising out of or related to this Agreement, the parties shall first attempt to resolve the dispute through good-faith negotiations.

### **2) Arbitration:**

- a) If the dispute cannot be resolved through negotiation, it shall be submitted to binding arbitration under the rules of [Arbitration Institution], with the place of arbitration being [City, Country]. The arbitration decision shall be final and binding on both parties.

## **Article VI: Miscellaneous Provisions**

### **1) Amendment:**

- a) This Agreement may only be amended by a written instrument signed by both parties.

### **2) Confidentiality:**

- a) Both parties agree to maintain the confidentiality of this Agreement and any proprietary information shared as part of the non-competition arrangement.

### **3) Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

### **4) Entire Agreement:**

- a) This Agreement represents the entire understanding between the parties with respect to the subject matter herein and supersedes all prior negotiations, agreements, or understandings.

## **Signatories**

### **For Peace & Prosperity Partners:**

- Name:
- Title:
- Date:

**For Fertile Mountain Partnership Joint Venture:**

- Name:
- Title:
- Date:

