

AMENDED REPRESENTATION AGREEMENT

THIS AGREEMENT made as of the 19th day of February, 2014.

BETWEEN:

NANOSTRUCK TECHNOLOGIES INC., a body corporate,
having an office at the City of Mississauga, in the Province of
Ontario

(hereinafter referred to the "Manufacturer")

OF THE FIRST PART

-and-

NANO WATER TECHNOLOGIES AFRICA (PTY) LTD., or
its nominees or assigns, a body corporate, having an office at the
City of George, in the Province of Cape Town, South Africa.

(hereinafter called the "Representative")

OF THE SECOND PART

WHEREAS the Manufacturer is engaged in the manufacture of certain Products, as defined in Section 2.1.1(a) herein and described in Exhibit "A" attached hereto;

AND WHEREAS the Representative wishes to introduce the Products to interested purchasers in the South African Development and Economic Community (the "Territory");

AND WHEREAS the Representative has already provided certain consulting services to the Manufacturer in the Territory since • and the Representative has agreed to accept 500,000 common shares of the Manufacturer as payment in full of any amounts owed to the Representative as of the date of execution of this Agreement (Excluding commissions owed to Representative once Sylvania plants become operational);

AND WHEREAS the Manufacturer agrees to grant the Representative a non-exclusive right to sell the Manufacturer's Products in the Territory during the term of this Agreement;

AND WHEREAS the Manufacturer agrees to grant the Representative an exclusive right to sell the Product defined as NanoClear in Section 2.1.1(b) herein and further described in Exhibit "A" attached hereto in the Territory for a period of twelve (12) months from the date of execution of this Agreement;

AND WHEREAS the Manufacturer and the Representative have agreed to negotiate, acting in good faith, a separate business relationship for the purpose of pursuing business opportunities unrelated to the Products or the matters dealt with in this Agreement;

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AND WHEREAS the Manufacturer and the Representative have previously entered into a Representative Agreement dated November 14, 2013, which the Parties hereby agree to void and replace entirely with this Amended Representative Agreement;


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

I. INTERPRETATION

1.1 Definitions

1.1.1 The following capitalized expressions shall have the respective meanings set forth below and ascribed to each of them:

- (a) **"Agreement"** means this Amended Representative Agreement and all schedules and exhibits to this Agreement;
- (b) **"Commission"** has the meaning ascribed to it in Section 3.3.2 herein;
- (c) **"Confidential Information"** means all information in whatever form, including without limitation, verbal and written and electronic communications, computer programs, sketches, photographs, business, financial and accounting books and records, specifications, designs, reports, correspondence and other forms of documents that are indirectly or directly conceived, originated, prepared or received by the Representative as a result of the performance of the Duties, including without limitation, third party information, except information falling into any of the following categories:
 - (i) information that at the time of disclosure or acquisition is already known to the Representative (and for greater clarification information conceived or developed by the Representative as part of the Duties shall not be considered part of this exception) and was not acquired under any obligation of confidentiality;
 - (ii) information that at the time of disclosure or acquisition is or thereafter becomes part of the public domain through no act or failure to act on the part of the Representative or on the part of any third party under an obligation of confidentiality with respect to the information; and
 - (iii) information that is disclosed, either directly or indirectly, to the Representative via a third party who did not acquire the information from the Manufacturer under an obligation of confidentiality;
- (d) **"Duties"** has the meaning ascribed to it in Section 2.1.1 herein;



- (e) **"NanoClear"** has the meaning ascribed to it in Section 2.1.1(b) herein and described in greater detail in Exhibit "A" attached hereto;
- (f) **"NWS"** shall mean NWS Sanitation, a body corporate, having an office at the City of George in the Province of Cape Town, South Africa which is wholly owned by the Representative.
- (g) **"Original Agreement"** means the first Representative Agreement between the Manufacturer and the Representative dated November 14, 2013;
- (h) **"Person"** means any individual, firm, corporation, company, body corporate, unincorporated organization, partnership, association, joint venture, trust, government or governmental body, agency or authority;
- (i) **"Products"** has the meaning ascribed to it in Section 2.1.1(a) herein and described in greater detail in Exhibit "A" attached hereto and shall include the product defined as NanoClear herein;
- (j) **"SADEC"** means the South African Development and Economic Community;
- (k) **"Term"** means the term of this Agreement as set out in Section 3.1.1 hereof.

1.2 **Interpretation**

1.2.1 The headings in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement and are not to be considered an aid in interpretation. In this Agreement, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine gender and vice versa.

1.3 **Schedules**

1.3.1 All schedules attached hereto are incorporated in this Agreement as though contained in the body of this Agreement. In the event any term or condition, express or implied, of any schedule conflicts with any term or condition in the body of this Agreement then the schedule shall prevail.

1.4 **Currency**

1.4.1 South African Rand

1.5 **Laws**

1.5.1 The laws of the Republic of South Africa govern this Agreement and the parties agree to attorn to the jurisdiction of the courts of South Africa.

1.6 **Time**

1.6.1 Time is of the essence of this Agreement.

1.7 **Complete Agreement**

1.7.1 This Agreement sets forth the full and complete understanding of the parties concerning the subject matter of this Agreement and supercedes any prior agreements and representations, whether written or oral.

1.8 **Severability**

1.8.1 If any provision of this Agreement is or becomes illegal or unenforceable, then it is to be considered separate and severable from this Agreement and the remaining provisions of this Agreement remain in force and are binding upon the parties as if the offending provision had never been included.

2. **DUTIES**

2.1 **Duties of the Representative**


2.1.1 During the Term of this Agreement the Representative shall:

- (a) Actively and diligently promote throughout the Territory, as the Manufacturer's non-exclusive representative, the Manufacturer's water purification and mineral recovery plants and technology as described in attached Exhibit A ("Products");
- (b) for the first twelve months of the Term of this Agreement the Representative shall be granted the exclusive right to promote NanoClear, the Manufacturer's proprietary environmentally friendly water filtration system for sanitation, which removes ammonia, nitrates, phosphates odors as well as improves water quality from light (tea) brown colour to brown as described in attached Exhibit "A" ("NanoClear") throughout the Territory;
- (c) notify the Manufacturer of any leads of interest for any products; and
- (d) make himself available to assist with and, when requested, act as the Manufacturer representative with respect to logistics, the hiring and training of personnel and any other matters relating to the installation, operation and maintenance of any Products sold in the Territory as a result of the Representative performing his duties and to assist and participate in communications between the Manufacturer and the end user of the Products.

(collectively the "Duties")

2.2 **Association**

2.2.1 The Manufacturer and Representative agree to maintain a list of purchasers or possible purchasers of the Products that have been introduced to the Manufacturer by the Representative (the "Representative Prospect List"), attached hereto as Schedule "E", and agree to update the Representative Prospect List regularly in writing



2.2.2 In the performance of the Duties the Representative shall not, without the written authorization of the Manufacturer, represent to any third party that: (i) the Representative is authorized to act as the agent of the Manufacturer, (ii) that the Representative is authorized to negotiate on behalf of the Manufacturer, or (iii) that the Representative may execute documents on behalf of the Manufacturer.

3. TERMS OF THE ENGAGEMENT

3.1 Term

3.1.1 This Agreement shall be in effect from the date of execution by the parties and shall remain in force until terminated by either of the parties in accordance with Article 5 herein.

3.2 Place of Performance of the Duties

3.2.1 The Representative shall perform the Duties at the offices of the Representative located in George, Cape Town or at such other location as the Representative, in its sole discretion, may direct.

3.3 Compensation

3.3.1 The Representative shall receive 500,000 common shares upon execution of this Agreement as payment in full of all amounts owed to the Representative by the Manufacturer as compensation for consulting services rendered by the Representative for the Manufacturer in the Territory as more fully described in Exhibit "A" (Excluding commissions owed to Representative once Sylvania plants become operational).

3.3.2 The Representative shall be compensated for the performance of the Duties on a commission basis (the "Commission"). The Manufacturer shall pay the Representative the Commission in accordance with the terms set out in Schedule "A" attached hereto.

3.4 Standard of Performance

3.4.1 The Representative shall insure that Jurgen Graupe acts as the primary representative and manger with respect to the Duties.

3.4.2 The Representative shall perform the Duties in an efficient, prompt, professional, economical, skillful and careful manner in accordance with the laws and regulations applicable to the Duties to be provided.

3.4.3 In performing the Duties the Representative shall observe and obey all applicable laws, regulations, rules and standards imposed by the Manufacturer, any government or any other duly constituted public authority having jurisdiction with respect to the Duties or the parties to this Agreement. The Representative shall at

all times during performance of the Duties cause its personnel to cooperate with employees and other Representatives of the Manufacturer.

3.5 Covenants

3.5.1 The Representative agrees to grant the Manufacturer the opportunity to negotiate the terms of an investment by the Manufacturer in the Representative and NWS and the parties agree to act reasonably in reaching an agreement for an investment by the Manufacturer in the Representative and NWS on a first come first serve basis.

3.5.2 It is the express intention of the parties that nothing in this Section 3.5 shall be read as altering the relationship of the parties as described in Article 6 herein.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Representative

4.1.1 The Representative is duly incorporated and validly existing under the laws of Republic of South Africa.

4.1.2 Subject to its articles of incorporation and other organizational documents the Representative has full right, power and all necessary and appropriate approval and authorization to execute and perform this Agreement;

4.1.3 The execution, delivery and performance of the obligations required to be performed by the Representative does not and will not;

(a) require the consent or approval of its shareholders or such consent or approval has been obtained,

(b) contravene either its certificate of incorporation or by-laws,

(c) to the best of the Representative's knowledge, cause it to be in default under any such law, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease, instrument and any contracts executed with, or commitments made to, any third party; to the best of its knowledge, the Corporation is in material compliance with all laws applicable to it.

4.1.4 The Representative represents and warrants that the personnel who shall be engaged in the performance of the Services have and shall continue to have during the Term, the requisite skills and experience necessary to perform the Services in accordance with the terms and conditions of this Agreement.

4.1.5 Representative acknowledges that certain laws of Canada applicable to the Manufacturer, but which may not be applicable to the Representative, impose fines or penalties on Manufacturer in the event Manufacturer makes payments to foreign government officials for the purpose of influencing those officials in making a business decision favourable to Manufacturer. In addition, Manufacturer

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and Representative may be subject to similar laws or requirements of the country of destination of the Products. Representative agrees upon reasonable request by Manufacturer to give Manufacturer reasonable written assurance that the Representative has done nothing to cause liability to Manufacturer under the above-mentioned laws.

4.1.6 The Representative represents and warrants that the personnel who shall be engaged in the performance of the Duties have and shall continue to have during the Term, the requisite skills and experience necessary to perform the Duties in accordance with the terms and conditions of this Agreement.

4.2 **Representations and Warranties of the Manufacturer**

4.2.1 The Manufacturer is duly incorporated and validly existing under the laws of British Columbia.

4.2.2 Subject to its articles of incorporation and other organizational documents the Manufacturer has full right, power and all necessary and appropriate approval and authorization to execute and perform this Agreement;

4.2.3 The Manufacturer shall keep a complete and proper set of books, accounts and financial records, consistent with internationally accepted accounting principles. The Representative may, at reasonable times and on giving reasonable notice to the Manufacturer, inspect the books, accounts and financial records of the Manufacturer.

4.2.4 The execution, delivery and performance of the obligations required to be performed by the Manufacturer does not and will not;

- (a) require the consent or approval of its shareholders or such consent or approval has been obtained,
- (b) contravene either its certificate of incorporation or by-laws,
- (c) to the best of the Manufacturer's knowledge, cause it to be in default under any such law, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease, instrument and any contracts executed with, or commitments made to, any third party; to the best of its knowledge, the Corporation is in material compliance with all laws applicable to it.

5. **TERMINATION**

5.1 **Termination by Notice**

5.1.1 Either party may terminate this Agreement by giving the other party sixty (60) days prior written notice of termination.



5.2 Termination by Manufacturer

5.2.1 Without limitation, the following events shall constitute grounds for immediate termination by Manufacturer:

- (a) if Representative shall file or have filed against it a petition in bankruptcy or insolvency or if Representative shall make an assignment for benefit of its creditors or if Representative's viability as a going concern should, in Manufacturer's judgment, become impaired;
- (b) if Representative degrades and places in bad repute the name and reputation of Manufacturer expressly or by virtue of its methods of handling and/or promoting the Products;
- (c) if Representative fails to meet any other of its obligations hereunder; or
- (d) if Representative fails to meet the Sales Goals, as defined in Schedule: "D".

5.3 Effect of Termination

5.3.1 Except as may be otherwise determined pursuant to the laws of the jurisdiction where Representative has its principle office, Manufacturer shall have no liability to Representative by any reason of any termination or cancellation of this Agreement by Manufacturer, including without limitation, liability for direct or indirect damages on account of loss of income arising from anticipated sales compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.

5.3.2 In the event the Manufacturer gives the Representative notice of termination pursuant to this Article 5 hereof, the Representative shall, upon receipt of such notice of termination, make no further commitments with respect to the Duties and shall take all reasonable steps necessary to minimize any costs arising from commitments made prior to receipt of the notice of termination.

5.3.3 In the event this Agreement is terminated pursuant to this Article 5 hereof, the Manufacturer shall pay the Representative the Commissions earned and the reimbursable expenses incurred up to the date of termination set out in the notice of termination.

5.3.4 Upon payment to the Representative of the amounts required to be paid the Representative pursuant to this Article 5 hereof, the Manufacturer shall have no further liability to the Representative for any sum whatsoever, including without limitation, loss of profit or any other losses suffered by the Representative resulting from such termination.

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6. RELATIONSHIP OF THE PARTIES

6.1 Representative not an Employee, Agent or Partner

6.1.1 Nothing in this Agreement is to be construed as creating a principal and agent or partnership relationship between the Manufacturer and the Representative. The Representative shall, in the performance of the Duties, be an independent contractor. The Duties shall be performed by the Representative under its own superintendence and at its own risk.

6.1.2 Nothing in this Agreement shall be construed as creating a master and servant relationship between the Manufacturer and the Representative or any of the employees or subcontractors of the Representative engaged in the performance of the Duties. Neither the Representative nor the Representative's employees are eligible for benefits the Manufacturer provides to its own employees, including but not limited to, vacation and general holiday pay, sick leave and employer Canada Pension Plan and unemployment insurance contributions.

6.1.3 The Representative shall not be entitled nor shall the Representative purport to bind the Manufacturer nor enter into any contracts or agreements with any third parties on behalf of the Manufacturer, whether in the performance of the Duties or otherwise.

6.2 Non-Exclusive Relationship

6.2.1 The Representative may perform Duties for and on behalf of third parties provided that the performance of the Duties for third parties does not create a conflict of interest in respect of the Representative's responsibilities and obligations to the Manufacturer pursuant to this Agreement.

6.3 Non-Competition

6.3.1 During the Term and for a period of one (1) year after the expiration or earlier termination of this Agreement, the Representative shall not and shall cause each of its employees, subcontractors, representatives, consultants or agents who participate in the performance of the Duties not, to directly or indirectly cooperate or contract with any third party for any purpose directly or indirectly related to any project for a third party competitor or client of the Manufacturer or competitor or client of a subsidiary of the Manufacturer in which the Representative was involved during the performance of the Duties, without the prior written consent of the Manufacturer.

7. ASSIGNMENT AND SUBCONTRACTING

7.1 Assignment

7.1.1 The Representative shall not assign this Agreement in whole or in part without the prior written consent of the Manufacturer. Any purported assignment by the

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Representative without the prior written consent of the Manufacturer shall be null and void and of no force or effect.

7.2 Subcontracting

7.2.1 The Duties shall be exclusively performed by the persons listed in Schedule "C" attached hereto or by such persons as may be permitted to perform the Duties with the written consent of the Manufacturer. The Representative shall not subcontract all or any portion of the Duties, other than to the subcontractors listed in Schedule "C" attached hereto, without the Manufacturer's prior written consent. Any purported subcontracting by the Representative without the prior written consent of the Manufacturer shall be null and void and of no force or effect.

8. UNDERTAKINGS BINDING ON EMPLOYEES

8.1 Execution of Form of Undertaking

8.1.1 In the event any of the Duties are performed by employees and/or subcontractors of the Representative, the Representative shall ensure that the Representative's undertakings herein are binding upon any permitted employee of the Representative and any permitted subcontractor or agent of the Representative. The Representative shall ensure and cooperate with the Manufacturer in ensuring that such undertakings are fulfilled by such permitted employees, sub-contractors and agents of the Representative.

8.1.2 The Representative shall cause each of its employees and any permitted subcontractor and each of the employees of such subcontractor engaged in the performance of the Duties, which employees and subcontractors are listed on Schedule "C" attached hereto or are permitted to perform the Duties by written consent from the Manufacturer, to execute the appropriate Form of Undertaking set out in Schedule "B" attached hereto. The Representative shall provide the Manufacturer with a copy of each such Form of Undertaking.

9. LIABILITY AND INDEMNITY

9.1 Liability and Indemnity of the Representative

9.1.1 The Representative agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Manufacturer, its officers, directors and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Representative's negligent performance of the Duties and that of its subcontractors or anyone for whom the Representative is legally liable.

9.1.2 The Representative shall be liable for and shall indemnify the Manufacturer with respect to all taxes, contributions and penalties imposed on the Manufacturer by any governmental or other public authority having jurisdiction with respect to or measured by the income or profit received by the Representative pursuant to this Agreement, including but not limited to any income, employment insurance,

pension or workplace insurance taxes currently imposed on the Representative by a governmental authority in the SADEC or any other authority having jurisdiction over the Representative or which may in future be imposed on the Representative by the SADEC or any other authority having authority over the Representative..

9.2 Liability and Indemnity of the Manufacturer

9.2.1 The Manufacturer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Representative, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Manufacturer's negligent acts in connection with the Duties and the acts of its employees, contractors, subcontractors or Representatives or anyone for whom the Manufacturer is legally liable.

10. CONFIDENTIALITY

10.1 Confidential Information the Property of the Manufacturer

10.1.1 The Representative acknowledges and agrees that the Confidential Information is the valuable property of the Manufacturer.

10.1.2 The Representative shall keep secret and confidential any and all Confidential Information and shall not directly or indirectly disclose any such Confidential Information, in whole or in part, to any Person without the prior written consent of the Manufacturer. The Representative agrees to take all necessary precautions to prevent disclosure thereof to any Person.

10.2 Use of Confidential Information by Representative

10.2.1 The Representative shall limit the availability of the Confidential Information to only those individuals employed by the Representative who have need to see and use the Confidential Information for the express and limited purpose of the performance of the Duties.

10.2.2 The Representative shall refrain from directly or indirectly using or drawing upon the Confidential Information for any purpose other than the performance of the Duties for and on behalf of the Manufacturer.

10.2.3 The Representative shall not make any direct or indirect commercial or other use of the Confidential Information.

10.3 Survival of Covenant

10.3.1 The confidentiality covenant contained in this Article 10 shall survive the termination of this Agreement for any cause whatsoever until the information is no longer Confidential Information.

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11. **PROPERTY RIGHTS**

11.1 **Intellectual Property**

11.1.1 For the purposes of this Agreement "**Intellectual Property**" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Products, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, software and firmware and "**Intellectual Property Right**" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

11.2 **Ownership of Intellectual Property**

11.2.1 Representative acknowledges and agrees that Manufacturer shall retain and own all right, title and interest and all Intellectual Property Rights (including copyrights, trade secrets, trademarks and patent rights in and to all of the Intellectual Property in relation to the Products and all materials relating to the business and affairs of the Manufacturer and that nothing herein conveys to the Representative and ownership right, title or interest to the Intellectual Property or any license right with respect to same not expressly granted herein. Representative agrees that it will not, either during the Term of this Agreement or after termination, contest or challenge the ownership of the Intellectual Property Rights of the Manufacturer in the Intellectual Property. Upon Termination of this Agreement the Representative will surrender to the Manufacturer all such materials, data, information and property in its possession.

12. **NON-SOLICITATION**

12.1 During the term of this agreement and for a period of one (1) year after the expiration or earlier termination of this Agreement, the Representative shall not, directly or indirectly, hire or otherwise encourage or solicit any employees or staff of the Manufacturer to terminate any employment or contract with the Manufacturer nor will the Representative provide any information concerning such persons to any recruiter or prospective employer.

13. **EQUITABLE RELIEF**

13.1 The Representative acknowledges that a breach by the Representative of any non-competition, non-solicitation or proprietary rights provision of this Agreement may cause the Manufacturer irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the Representative may institute an action to enjoin the Representative from any and all acts in violation

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of those provisions, which remedy shall be cumulative and not exclusive, and the Manufacturer may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the Manufacturer may be entitled at law or in equity.

14. NOTICES

14.1 Address for Notices

14.1.1 Any notice, consent or approval required or permitted to be given hereunder must be in writing and be personally delivered or sent by personal, facsimile or email delivery addressed as follows:

(a) the Manufacturer:

Fred Albi, COO
2660 Meadowvale Blvd., Suite 6B
Mississauga, Ontario, Canada
L5N 6M6

Fax No.: (905) 813-0083
Email: fred.albi@nanotruck.com

(b) REPRESENTATIVE:

Jurgen Graupe
Unit 57A Ivory Street
Tamsui Industria George
Western Cape
South Africa

Fax No.: +27 44 384 1410
Email: graupe@mweb.co.za

14.2 Deemed Receipt

14.2.1 Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof and if sent by facsimile, on the date of sending thereof (with receipt confirmed).

14.3 Change of Address for Notices

14.3.1 Either party may change its address for service upon written notice to the other party.



15. **GENERAL**
- 15.1 **Survival**
- 15.1.1 After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions, if any, regarding warranty, non-competition, non-solicitation, indemnification and limitations of liability shall survive indefinitely or until the expiration of the time period specified herein with respect to the provision in question.
- 15.2 **Amendments**
- 15.2.1 Any amendment to this Agreement must be in writing and properly executed by both parties.
- 15.3 **Waiver**
- 15.3.1 The waiver by either party of any breach of any term, covenant or condition is not to be deemed to be a waiver of that term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to be waived by either party unless the waiver is in writing and properly executed by the party granting the waiver.
- 15.4 **Enurement**
- 15.4.1 This Agreement shall enure to the benefit of and be binding upon the Manufacturer and its respective successors and assigns and the Representative and its permitted successors and assigns.
- 15.5 **Dispute Resolution**
- 15.5.1 The Parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted by a sole mediator under the then current mediation procedures of the Association of Arbitrators (Southern Africa) or any other procedure upon which the parties may agree. Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation). If the Parties are unable to settle the dispute the Parties agree that the matter shall be submitted to binding arbitration to be determined by the mediator acting as the arbitrator and acting in accordance with the applicable arbitration statute. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.

15.6 **Independent Legal Advice**

15.6.1 The Representative agrees that the Representative: (a) has had sufficient time and an opportunity to consult with independent legal counsel regarding this Agreement; and (b) fully understands the provisions of this Agreement.

15.7 **Contra Proferentum**

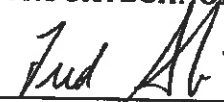
15.7.1 The Parties to this Agreement agree that the contra proferentem rule of law shall not be applicable to the interpretation or adjudication of any of the provisions of this Agreement.

15.8 **Counterparts**

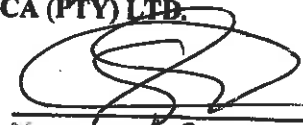
15.8.1 This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed the Agreement as of the date first above written.

NANOSTRUCKTECHNOLOGIES INC.

Per: 
Name: Fred Albi
Title: COO

**NANO WATER TECHNOLOGIES
AFRICA (PTY) LTD.**

Per: 
Name: JURGEN GRAUPE
Title: CEO

SCHEDULE "A"

COMPENSATION

1. Upon the execution of this Agreement 500,000 common shares of the Manufacturer shall be issued to the Representative and or its nominee as payment in full of any amounts owed to the Representative by the Manufacturer as consideration for the following services provided by the Representative to the manufacturer in the Territory between *:
 - (a) Introduce the Manufacturer to Sylvania Metals Pty Ltd. ("Sylvania") and assist in the negotiation of an agreement between the Manufacturer and Sylvania for the installation of a mineral recovery plant at one of Sylvania's mining sites in the Territory (Excluding commissions owed to Representative once Sylvania plants become operational as per SCEDULE "A" 2c).
2. The Manufacturer and the Representative agree that in the event that the Manufacturer is able to execute agreements on commercially reasonable terms with customers in the Territory that have purchased Products as a result of the performance of the Duties; the Representative shall be entitled to be paid the Commission upon the following terms:
 - a. the greater of: (i) 30% of all Residual Revenue (as defined herein) or (ii) 15% of all Gross Revenue (as defined herein) relating to each specific Product sold to the Government of the Province of Mpumalanga SA relating to water dams for the first five (5) years from the date of the sale of the specific Product, the percentage of the Residual Revenue or Gross Revenue upon which the Commission, with respect to each specific Product, is calculated shall be reduced by 20% annually commencing in the sixth (6th) year from the date of the sale of the specific Product and no further Commission shall be payable to the Representative after the tenth (10th) year from the date of sale of the specific Product;
 - b. the greater of 20% of all Residual Revenue (as defined herein) or (ii) 10% of all Gross Revenue (as defined herein) relating to each specific water purification Product in the Territory other than those with the Government of the Province of Mpumalanga for the first five (5) years from the date of the sale of the specific water purification Product, the percentage of the Residual Revenue or Gross Revenue upon which the Commission, with respect to each specific water purification Product, is calculated shall be reduced by 20% annually commencing in the sixth (6th) year from the date of the sale of the specific water purification Product and no further Commission shall be payable to the Representative after the tenth (10th) year from the date of sale of the specific water purification Product;
and
 - c. the greater of 5% of all Residual Revenue (as defined herein) or (ii) 2.5% of all Gross Revenue (as defined herein) relating to each specific sale of mineral recovery Products, including any mineral recovery Product sales which the Representative initiated in the Territory prior to the execution of this Agreement, for the first five (5)

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years from the date of the sale of the specific mineral recovery Product, the percentage of the Residual Revenue or Gross Revenue upon which the Commission, with respect to each specific mineral recovery Product, is calculated shall be reduced by 20% annually commencing in the sixth (6th) year from the date of the sale of the specific mineral recovery Product and no further Commissions shall be payable to the Representative after the tenth (10th) year from the date of sale of the specific mineral recovery Product.

d. For the purposes of this Schedule "A":

- (i) **"Residual Revenue"** shall mean Gross Revenue less Gross Costs relating to any Product installed and operating in the Territory as a result of the Representative's performance of the Duties;
- (ii) **"Gross Revenue"** shall mean all revenue received by the Manufacturer as a result of the sale and ongoing maintenance of Products which have been installed and are operating in the Territory as a result of the Representative's performance of the Duties; and
- (iii) **"Gross Costs"** shall mean the costs paid or payable by the Manufacturer which arise as a result of the manufacturing and maintaining of the Products, to be calculated as follows; (manufacturing costs (time and materials) + indirect costs such as consultants and travel + one year anticipated annual operating and maintenance costs) = Gross Costs. Gross Costs shall not include expenses such as: surveys, lab tests, or site preparation ("Ancillary Expenses") if such items are paid for by the end user of the Technology, however, if any of the Ancillary Expenses are not paid by the end user of the Technology the Ancillary Expenses shall be added to the Gross Cost.

e. For the purposes of this Schedule A, the Commission payable to the Representative shall be calculated on an annual basis (the **"Annual Commission"**), based on the final audited financial statements of the Corporation (the **"Financials"**). All Annual Commission shall be due and payable no later than 120 days from the fiscal year end of the Manufacturer. However, the Manufacturer agrees to pay SEVENTY-FIVE PERCENT (75%) of the Annual Commissions payable to the Representative, as determined pursuant to the Manufacturer's interim financial statements (the **"Interim Financial Statements"**), in advance, on a quarterly basis, within 30 days of the end of March 31, June 30, September 30 and December 31 (the **"Annual Quarterly Commission Payment(s)"**). No accounts payable, as reflected in the Financials and Interim Financials, shall be taken into account in the calculation of the Annual Commission and the Annual Quarterly Commission Payment. For greater certainty, the parties understand and agree that no Annual Commission or Annual Quarterly Commission Payment shall become due and payable until such time as NanoStruck has received payment from the purchaser/end user of the Product of any amounts owing which form part of the calculation of the Annual Commission or Annual Quarterly Commission Payment.

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SCHEDULE "B"

FORM OF UNDERTAKING FOR SUBCONTRACTORS

DATE: _____

(the "Representative")

TO: ●
(●)

_____, (the "Subcontractor") in consideration of the Representative retaining the Subcontractor's Duties and paying the Subcontractor a fee and in further consideration of The Manufacturer consenting to the Subcontractor's participation in the performance of certain Duties (hereinafter called the "Duties") for the Representative pursuant to a consulting agreement made between The Manufacturer and the Representative dated the day of _____, 20__ the ("Agreement") attached as an attachment to this undertaking, hereby agrees as follows:

1. The Contractor shall provide the Duties and the Subcontractor covenants to assign to The Manufacturer, all copyrights, inventions or improvements arising from its performance of the Duties, together with any patents and copyright registrations that may be obtained thereon in Canada and all foreign countries and upon the request of The Manufacturer, shall at any time, whether during performance of the Duties or thereafter, execute all proper papers for use in applying for, obtaining and maintaining any Canadian and foreign patents as The Manufacturer may desire, and shall execute and deliver all proper assignments thereof when so requested, at the expense of The Manufacturer
2. I shall not without the prior consent of the Representative and The Manufacturer either during or after my employment in connection with the Duties, utilize or disclose any information acquired by me in the course of or by reason of my participation in the performance of the Duties, nor will I disclose to any person not in the employ of the Representative any such information; in particular I shall not disclose any information as to policies, operations, processes or formulae used, owned or supervised by the Representative or The Manufacturer.
3. I agree to be bound by the Representative's undertakings set out in the Agreement.

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4. I shall provide The Manufacturer with any information or documentation required by The Manufacturer's insurers to facilitate adding the Representative and myself as named insureds to The Manufacturer's policies of insurance.

5. It is an express condition of this undertaking that the terms and covenants herein are severable.

IN WITNESS WHEREOF I have executed this undertaking this _____ day of _____, 20__.

WITNESS

(name of employee)

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SCHEDULE "C"
PERMITTED EMPLOYEES AND SUBCONTRACTORS

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SCHEDULE "D"

SALES GOALS

1. The Representative shall have sold 5,000 units of the NanoClear Filters and such filters shall have been fully paid for within 12 months of execution of this Agreement.

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SCHEDULE "E"

REPRESENTATIVE PROSPECT LIST

PURCHASER	PRODUCT	DATE OF AGREEMENT TO PURCHASE
Sylvania Metals Pty Ltd.	Trial mineral recovery plant to be located at •	

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EXHIBIT "A"

1. The Manufacturers proprietary mineral recovery equipment to be used in the processing of mining tailing for the purpose of extracting unrecovered; gold, silver, copper and other marketable minerals.;
2. NanoClear, the Manufacturer's proprietary environmentally friendly water filtration system for sanitation, which removes ammonia, nitrates, phosphates odors as well as improves water quality from light (tea) brown colour to brown.
3. For greater certainty, the definition of Products in this Agreement shall always be interpreted as to include NanoClear.

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