

REPRESENTATIVE AGREEMENT

THIS REPRESENTATIVE AGREEMENT (RA) dated the 8th day of March, 2019, (“Effective Date”) is made and entered into by and between:

6th Wave Innovations Corp. (“6WIC”), a Delaware corporation with its principal place of business at 615 Arapeen Drive, Ste. 303, Salt Lake City, UT, and CyPlus GmbH (“CyPlus”) a corporation organized and existing under the laws of Germany, with its principal place of business at Rodenbacher Chaussee 4, 63457 Hanau, Germany.

For purposes of this RA, 6WIC and CyPlus may be referred to as a “Party” and collectively as the “Parties”.

WITNESSETH THAT:

WHEREAS, 6WIC is the designer, developer and manufacturer of polymer systems that can be used for both detection and sequestration of various substances and;

WHEREAS, CyPlus has expertise and experience in the mining and minerals processing industry, and;

WHEREAS, CyPlus seeks to support 6WIC in the testing and sales/distribution of its IXOS-Au® products and Solution Loss Recovery (SLR) plants for use in separation and sequestration of gold, silver, and other metals in the mining industry (“Product’s”).

NOW THEREFORE, in consideration of the premises and mutual understandings contained herein, the Parties agree as follows:

1. CyPlus is authorized to introduce 6WIC’s IXOS® product (“Product”) and the Solution Loss Recovery (SLR) model to current and prospective clients in the territory as outlined in Annex 1 (“Territory”). CyPlus is entitled to use affiliated companies as subcontractor for the introduction of the Product or the SLR. 6WIC shall not engage any other representative or agent in the Territory to introduce or to sell the Product and or the SLR. 6WIC is entitled to introduce the Product and the SLR directly to customers in the Territory (“Direct Sales”)
 - 1.1 6WIC shall provide to CyPlus the information and data which is needed to carry out CyPlus activities hereunder free of charges, including but not limited to information, data and documents for forwarding to the respective clients. CyPlus shall not modify, in any way, any technical and/or commercial information and data which 6WIC makes available to CyPlus without 6WIC’s prior written authorization. 6WIC shall offer to CyPlus free of charge training sessions to improve the knowledge Product and the SLR.

- 1.2 Commission: In the event that CyPlus introduces the SLR model to a qualified client and said client or an affiliate of the said client becomes contractually obligated to 1) a gold revenue sharing agreement based on the recovery of gold from solution losses or tailings or an equivalent cash payment to 6WIC;
or 2) equipment sales, feasibility studies or other sales based on the introduction of CyPlus; CyPlus will be paid by 6Wic a commission of [*]% of 6WIC's revenue derived from the agreement. The commission will apply per each client site, or per separate contract. In the event of Direct Sales, 6WIC shall pay a compensation commission of [*]% of 6WIC's revenue derived from the agreement. [* *Commercially sensitive commission information redacted* *]
- 1.3 Should the client or its affiliate terminate the contract for any reason that is authorized or specified under the terms therein, CyPlus will not be entitled to any further payment from 6WIC, except commission payments for business realized before the termination.
- 1.4 If the client or its affiliate cancels the contract without cause or in breach of contract terms, CyPlus may be entitled to a percentage of any judgment awarded to 6WIC by a court of law or via arbitration under the terms specified in 1.1 after any and all capital expenditures for the SLR plant, administrative and legal expenses are deducted from said judgment.
- 1.5 If CyPlus introduces 6WIC to a client and the client or an affiliate purchases an IXOS® plant from 6WIC, CyPlus will be entitled to a commission of [*]% of the price of the beads after final payment is received by 6WIC. No commission will be paid on the plant facility or any other services provided under the contract unless [* *Commercially sensitive commission information redacted* *].
- 1.6 For the avoidance of doubt, CyPlus is not responsible for the technical support of the client before, during and after the installation of SLR model and or the IXOS® plant. This technical support is the sole responsibility of 6WIC.

2. PROPRIETARY INFORMATION AND DATA. The Parties' exchange of Proprietary Information during performance under this RA shall be governed by and in strict accordance of a mutual Non-Disclosure Agreement to be executed within 7 days.

3. TERM. This RA shall remain in effect for a period of 24 months. . The RA may be extended by mutual agreement of the Parties. This RA automatically will terminate

if: (a) a Party files a petition for bankruptcy; (b) an involuntary bankruptcy petition is filed against a Party, (c) a Party commences an action in any country under laws providing for the relief of winding up of insolvent or liquidating persons or entities, or (d) a Party files for the appointment of a receiver or becomes insolvent and such matters are not discharged or relieved within sixty (60) days. Either Party may terminate the agreement by providing the other with 30 days written notice. In the event of termination, if a client or an affiliate of this client that CyPlus introduced makes a purchase within a 12-month period immediately following the expiration of this RA, or in the event of an ongoing customer relationship per contract site or per contract where commission would have been paid within that same 12 month period, the commission payable per sections 1.1 and 1.4 will remain valid and payable per the terms of this RA.

4. PUBLICITY. The contents of this RA may be made known to any third party only with the express written permission of both Parties. No news release, public announcement, advertisement, or other publicity (collectively, "Publicity") shall be released concerning this RA or efforts in the connection with this RA except with the prior written approval of both Parties.

5. RELATIONSHIP OF THE PARTIES. This RA is not intended to nor does it constitute or create a joint venture, pooling arrangement, partnership, or any other formal business organization.

6. ASSIGNMENT/BINDING EFFECT. Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except to a successor in ownership of all or substantially all of the assets of the assigning Party if the successor in ownership expressly assumes in writing the terms and conditions of this RA. Any attempted assignment without written consent will be void. This RA shall inure to the benefit of and shall be binding upon the valid successors and assigns of the Parties.

7. Miscellaneous.

- a. Notices. All notices and written communications required or permitted to be given under this Agreement shall be deemed to be given three (3) days after transmission by facsimile message or e-mail message, confirmed by letter, deposited in the official mail as registered or certified air mail or sent by overnight courier service, postage prepaid, and addressed to the other party at the address as set forth below. Any party may at any time specify a different address or person to receive notices hereunder by delivery of a notice to the other party in the manner contemplated by this Section.

If to 6WIC:

6th Wave Innovations Corp
615 Arapeen Drive, Suite 303
Sale Lake City, UT 84108
Attn: Sherman McGill, President

If to CyPlus GmbH: CyPlus GmbH
 Rodenbacher Chaussee 4, Geb 660
 63457 Hanau-Wolfgang
 Attn: Dr. Jurgen Steiger

8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and replaces, cancels and supersedes all prior agreements, whether oral or written, as well as all prior discussions, negotiations, understanding or communications between the parties relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument signed by all of the parties hereto.

- a. Waiver. No waiver of any right or remedy in respect of any occurrence or event on one occasion by any party hereto shall be deemed to be a waiver of such right or remedy in respect to such an occurrence or event on any other occasions by such party.
- b. Severability. Any provision of this Agreement which is prohibited by or deemed to be unlawful or unenforceable under any applicable law or regulation of any jurisdiction shall be effective as to such jurisdiction without affecting any other provision of this Agreement. To the fullest extent, however, that the provisions of such applicable laws may be waived, they are hereby waived, to the end that this Agreement shall be deemed to be a valid and binding agreement enforceable by each of the parties in accordance with its terms.
- c. Force Majeure. Each of the parties shall be excused from its obligations under this Agreement where such failure or inability to perform results from events or circumstances beyond its reasonable control, including without limitation, governmental actions, statutes, rules or regulations; embargoes; fires; acts of war or terrorism; acts of God; labor disputes or other similar or dissimilar causes beyond the reasonable control of the party so affected. In the event that any party is prevented from performing its obligations hereunder as a result of any such event of force majeure, such party shall provide written notice to the other parties hereto and shall take reasonable steps to remedy such event of force majeure as quickly as is reasonably practicable. The existence of any such event of force majeure shall not serve to extend the term of this Agreement, absent a written agreement of the parties to the contrary.

9. Governing Law/Resolution of Disputes. This Agreement shall be governed by and construed in accordance with the laws of Switzerland. The English language version of this Agreement shall be the official version of this Agreement. Any disputes arising under this Agreement that cannot be resolved amicably through negotiations between the parties shall be finally settled under the Rules of Arbitration of the ICC Arbitration by three arbitrators appointed in accordance with said Rules. Such arbitration proceeding shall take place in New York, U.S.A. and

shall be conducted in English.

10. AUTHORIZATION/EXECUTION. Each of the Parties hereby represents to the others that: (a) It has full corporate power and authority to enter into the RA and perform the obligations hereunder; (b) The execution, delivery, and performance of this RA by each Party and the implementation of the transactions contemplated hereunder have been duly approved and authorized by all requisite corporate action of each Party; and (c) This RA constitutes a valid and legally binding obligation of each Party that is enforceable against such corporation in accordance with its terms.

IN WITNESS WHEREOF, the Parties signed this Memorandum of Understanding on the date first written above.

CyPlus GmbH

6TH WAVE INNOVATIONS CORP.

BY: /s/ Stefan Welbers

BY: /s/ Sherman McGill

NAME: Stefan Welbers

NAME: Sherman G. McGill

TITLE: General Manager

TITLE: President

BY: /s/ Jurgen Steiger

NAME: i.V.Dr. Jurgen Steiger

TITLE: Head of PL Solution Provider

Annex 1: Territories

Europe

Turkey

Egypt

Mexico