

License Agreement

THIS LICENSE AGREEMENT (the "Agreement") is made by and between:

ECOMINE TECHNOLOGIES CORPORATION, a British Columbia company having an address at 2-2108 West 4th Avenue, Vancouver, British Columbia, Canada, V6K 1N6 ("**Ecomine**");

AND

ECOSCREEN SOLUTIONS INC., a British Columbia company having an address at 2-2108 West 4th Avenue, Vancouver, British Columbia, Canada, V6K 1N6 ("**Ecoscreen**");

(collectively the "Parties" and each individually a "Party")

WHEREAS:

- A. Ecomine owns certain technology in the field of mining, including but not limited to technology for harvesting microscopic mineral and ore components from liquid using an engineered microorganism to instill magnetic qualities in nonmagnetic metals.
- B. Ecoscreen owns certain technology in the field of pathogen detection, including but not limited to genetic assemblies of inorganic and organic binding entities to functionalize various biosensors for the detection of any pathogens of interest.
- C. Ecomine owns the patent applications listed in Schedule A hereto.
- D. Ecoscreen owns the patent application listed in Schedule B hereto.
- E. Ecomine owns certain rights, title and interest in Confidential Information relating to the Ecomine Technology.
- F. Ecoscreen owns certain rights, title and interest in Confidential Information relating to the Ecoscreen Technology.
- G. Ecoscreen and Ecomine have agreed to enter a business relationship whereby Ecoscreen will provide Ecomine with a royalty-free, exclusive license to exploit the Ecoscreen Intellectual Property within the Ecomine Field of Use and Ecomine will provide Ecoscreen with a royalty-free, exclusive license to exploit the Ecomine Intellectual Property within the Ecoscreen Field of Use.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1. The Parties agree that the recitals set out above form part of this Agreement, and that the definitions set out above in the recitals and in the identification of the Parties shall apply in and throughout this Agreement, as shall the following definitions:**
- 1.1.1. "Effective Date" means the date that the Parties execute this Agreement, or if they do not execute this Agreement on the same date, the date that the last of them executes this Agreement;**
- 1.1.2. "Ecomine Technology" means the technologies described, disclosed, and/or claimed in the patent applications listed in Schedule A and any other proprietary technologies of Ecomine as of the Effective Date;**
- 1.1.3. "Ecoscreen Technology" means the technologies described, disclosed, and/or claimed in the patent applications listed in Schedule B and any other proprietary technologies of Ecoscreen as of the Effective Date;**
- 1.1.4. "Ecoscreen Field of Use" means any or all of: (1) the detection of pathogens for human health and animal health; (2) the detection of pathogens for the purpose of food safety and potable water safety; and (3) the detection of human or animal disease biomarkers comprising organic compounds present in blood, other bodily fluids, or tissues.**
- 1.1.5. "Ecomine Field of Use" means any field of use outside of the Ecoscreen Field of Use;**
- 1.1.6. "Improvement" means any improvement, addition, modification, development or amendment to the Ecomine Technology or the Ecoscreen Technology whether or not such improvement is patentable or otherwise protectable by intellectual property rights;**
- 1.1.7. "Ecomine Improvements" means any Improvements created, developed, conceived of, or reduced to practice after the Effective Date by Ecomine's employees or contractors;**
- 1.1.8. "Ecoscreen Improvements" means any Improvements created, developed, conceived of, or reduced to practice after the Effective Date by Ecoscreen's employees or contractor;**
- 1.1.9. "New Technology" means any technology other than the Ecomine Technology, the Ecoscreen Technology and any Improvements to either of the Ecomine Technology or the Ecoscreen Technology, whether or not such**

technology is patentable or otherwise protectable by intellectual property rights;

1.1.10. "Ecomine New Technology" has the definition set out at Section 4.1.3 herein;

1.1.11. "Ecoscreen New Technology" has the definition set out at Section 4.1.4 herein;

1.1.12. "Ecomine Patents" means the patent applications listed in Schedule A, together with any foreign counterparts, divisions, continuations, continuations-in-part, reissues, reexaminations, substitutes and extensions thereof and any patents or patent applications relating to Ecomine Improvements and/or Ecomine New Technology;

1.1.13. "Ecoscreen Patents" means the patent application listed in Schedule B, together with any foreign counterparts, divisions, continuations, continuations-in-part, reissues, reexaminations, substitutes and extensions thereof and any patents or patent applications relating to Ecoscreen Improvements and/or Ecoscreen New Technology;

1.1.14. "Know-How" means the technical information, knowledge and expertise concerning the design, construction and use of a technology;

1.1.15. "Confidential Information" means, all trade secrets, Know-How and other confidential, non-public or proprietary information disclosed by one Party (the "Disclosing Party" to the other Party (the "Receiving Party"). Confidential Information includes but is not limited to: technical information; information derived from reports, investigations, research, studies, work in progress, marketing, sales or service programs; test data including pharmacological, toxicological and clinical test data, analytical and quality control data; past, current and future customer lists; records; data relating to past service provided to customers; capital expenditure projects; cost information; equipment or production system designs or drawings; pricing formulae; contract analyses; financial information; projections; present and future business plans; agreements with vendors; joint venture agreements; confidential filings with any governmental authority; and all other confidential, non-public concepts, methods, techniques or processes of doing business, ideas, materials or information prepared or performed for, by or on behalf of that Party;

1.1.16. "Ecomine Confidential Information" means the Confidential Information of Ecomine relating to the Ecomine Technology, any Ecomine Improvements or any Ecomine New Technology;

1.1.17. "Ecoscreen Confidential Information" means the Confidential Information of

Ecoscreen relating to the Ecoscreen Technology, any Ecoscreen Improvements or any Ecoscreen New Technology;

1.1.18. "Intellectual Property Rights" means any and all proprietary rights provided under (i) patent law, (ii) copyright law, (iii) design patent or industrial design law, (iv) semi-conductor chip or mask work law, (v) plant breeders rights law, or (vi) any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, methodologies, processes, formulae, algorithms, software, works, concepts, inventions, or know-how, or the expression or use thereof and including the right to file applications for registration of or for obtaining any of the foregoing anywhere in the world;

1.1.19. "Ecomine Intellectual Property" means Ecomine's Intellectual Property Rights within the Ecoscreen Field of Use: (i) under the Ecomine Patents; (ii) in and to the Ecomine Confidential Information; (iii) in and to any and all Ecomine Improvements; and (iv) in and to any and all Ecomine New Technologies;

1.1.20. "Ecoscreen Intellectual Property" means Ecoscreen's Intellectual Property Rights within the Ecomine Field of Use: (i) under the Ecoscreen Patents; (ii) in and to the Ecoscreen Confidential Information; (iii) in and to any and all Ecoscreen Improvements; and (iv) in and to any and all Ecoscreen New Technologies;

1.1.21. "Ecomine Products" means any product, method, process, device, or service that is developed, made, used, sold, distributed, imported or exported and which utilizes or incorporates in any way, whether directly or indirectly, any of the Ecomine Intellectual Property in the Ecoscreen Field of Use;

1.1.22. "Ecoscreen Products" means any product, method, process, device, or service that is developed, made, used, sold, distributed, imported or exported and which utilizes or incorporates in any way, whether directly or indirectly, any of the Ecoscreen Intellectual Property in the Ecomine Field of Use; and

1.1.23. "Licensed Intellectual Property" means the Ecomine Intellectual Property and the Ecoscreen Intellectual Property.

2. GRANT OF LICENSE BY ECOMINE

2.1. Subject to the terms and conditions of this Agreement, Ecomine hereby grants to Ecoscreen an exclusive, perpetual, worldwide, and royalty-free license (the "Ecomine License"), to the Ecomine Intellectual Property, within the Ecoscreen Field of Use and to support a business in the Ecoscreen Field of Use, which license will include the right to research, have researched, develop, have

developed, make, have made, import, have imported, use, offer to sell, sell, and otherwise commercialize the Ecomine Products.

- 2.2. The Ecomine License of Paragraph 2.1 does not grant Ecoscreen any rights to use the Ecomine Intellectual Property for any purpose outside of the Ecoscreen Field of Use.
- 2.3. The Parties agree that nothing in this Agreement limits Ecomine's right to exploit and/or license the Ecomine Intellectual Property outside of the Ecoscreen Field of Use.
- 2.4. Ecoscreen may grant sublicenses to the Ecomine Intellectual Property within the Ecoscreen Field of Use, provided that any rights granted to any such sub-licensee will be no more extensive than the rights in the Ecomine Intellectual Property granted to Ecoscreen by this Agreement.
- 2.5. This Agreement and any rights granted to Ecoscreen under this Agreement may not be assigned or otherwise transferred by Ecoscreen without the prior written consent of Ecomine.
- 2.6. The Ecomine License of Paragraph 2.1 does not grant Ecoscreen any rights under any intellectual property other than the Ecomine Intellectual Property.

3. GRANT OF LICENSE BY ECOSCREEN

- 3.1. Subject to the terms and conditions of this Agreement, Ecoscreen hereby grants to Ecomine an exclusive, perpetual, worldwide, and royalty-free license (the "Ecoscreen License"), to the Ecoscreen Intellectual Property, within the Ecomine Field of Use and to support a business in the Ecomine Field of Use, which license will include the right to research, have researched, develop, have developed, make, have made, import, have imported, use, offer to sell, sell, and otherwise commercialize the Ecoscreen Products.
- 3.2. The Ecoscreen License of Paragraph 2.1 does not grant Ecomine any rights to use the Ecoscreen Intellectual Property for any purpose outside of the Ecomine Field of Use.
- 3.3. The Parties agree that nothing in this Agreement limits Ecoscreen's right to exploit and/or license the Ecoscreen Intellectual Property outside of the Ecomine Field of Use.
- 3.4. Ecomine may grant sublicenses to the Ecoscreen Intellectual Property within the Ecomine Field of Use, provided that any rights granted to any such sub-licensee will be no more extensive than the rights in the Ecoscreen Intellectual Property granted to Ecomine by this Agreement.

- 3.5. This Agreement and any rights granted to Ecomine under this Agreement may not be assigned or otherwise transferred by Ecomine without the prior written consent of Ecoscreen.
- 3.6. The Ecoscreen License of Paragraph 2.1 does not grant Ecomine any rights under any intellectual property other than the Ecoscreen Intellectual Property.

4. PATENTS

4.1. IMPROVEMENTS AND NEW TECHNOLOGY

- 4.1.1. To the extent that Ecomine, including its employees, contractors and/or agents, invents, discovers or otherwise comes into possession of an Ecomine Improvement, then Ecomine will immediately notify Ecoscreen of the Ecomine Improvement. At the option of Ecoscreen, Ecomine will provide Ecoscreen with the necessary information to practice the Ecomine Improvement. All of the intellectual property rights in and to such Ecomine Improvement shall be owned by Ecomine and such Ecomine Improvement will become part of the Ecomine Intellectual Property hereunder. Ecomine shall ensure that its employees, contractors and/or agents are under an obligation to assign intellectual property to Ecomine, so that Ecomine can license such intellectual property in and to the Ecomine Improvement to Ecoscreen under the terms of this Agreement.
- 4.1.2. To the extent that Ecoscreen, including its employees, contractors and/or agents, invents, discovers or otherwise comes into possession of an Ecoscreen Improvement, then Ecoscreen will immediately notify Ecomine of the Ecoscreen Improvement. At the option of Ecomine, Ecoscreen will provide Ecomine with the necessary information to practice the Ecoscreen Improvement. All of the intellectual property rights in and to such Ecoscreen Improvement shall be owned by Ecoscreen and such Ecoscreen Improvement will become part of the Ecoscreen Intellectual Property hereunder. Ecoscreen shall ensure that its employees, contractors and/or agents are under an obligation to assign intellectual property to Ecoscreen, so that Ecoscreen can license such intellectual property in and to the Ecoscreen Improvement to Ecomine under the terms of this Agreement.
- 4.1.3. To the extent that, within three years after the Effective Date, Ecomine, including its employees, contractors and/or agents creates, develops, conceives of, or reduces to practice a New Technology (the "Ecomine New Technology"), then Ecomine will immediately notify Ecoscreen of the Ecomine New Technology. At the option of Ecoscreen, Ecomine will provide Ecoscreen with the necessary information to practice the Ecomine New Technology within the Ecoscreen Field of Use. All of the intellectual property rights in and

to the Ecomine New Technology shall be owned by Ecomine and the Ecomine New Technology will become part of the Ecomine Intellectual Property hereunder. Ecomine shall ensure that its employees, contractors and/or agents are under an obligation to assign intellectual property to Ecomine, so that Ecomine can license such intellectual property in and to the Ecomine New Technology to Ecoscreen under the terms of this Agreement.

- 4.1.4. To the extent that, within three years after the Effective Date, Ecoscreen, including its employees, contractors and/or agents creates, develops, conceives of, or reduces to practice a New Technology (the "Ecoscreen New Technology"), then Ecoscreen will immediately notify Ecomine of the Ecoscreen New Technology. At the option of Ecomine, Ecoscreen will provide Ecomine with the necessary information to practice the Ecoscreen New Technology within the Ecomine Field of Use. All of the intellectual property rights in and to the Ecoscreen New Technology shall be owned by Ecoscreen and the Ecoscreen New Technology will become part of the Ecoscreen Intellectual Property hereunder. Ecomine shall ensure that its employees, contractors and/or agents are under an obligation to assign intellectual property to Ecoscreen, so that Ecoscreen can license such intellectual property in and to the Ecoscreen New Technology to Ecoscreen under the terms of this Agreement.

4.2. PROSECUTION AND MAINTENANCE OF ECOMINE PATENTS

- 4.2.1. Ecomine shall have sole control over the prosecution and maintenance of the Ecomine Patents and shall be entitled to file or not file applications for patents, amend applications for patents, abandon patents (including applications and granted patents) and/or take any other steps regarding prosecution and maintenance of the Ecomine Patents as it sees fit.
- 4.2.2. Ecomine shall be solely responsible for directly paying all costs relating to prosecution and maintenance of the Ecomine Patents.
- 4.2.3. If Ecomine chooses to abandon any of the Ecomine Patents, Ecomine shall notify Ecoscreen at least 30 days before such an abandonment is to occur and Ecoscreen shall have the option to assume ownership of such patent or patent application. If Ecoscreen is to assume ownership of such patent or patent application, Ecoscreen will assume all costs of doing so and Ecomine will cooperate fully and will ensure its employees and contractors will cooperate fully to achieve such a transfer of ownership. If Ecomine cannot provide 30 days of notice to Ecoscreen pursuant to this Paragraph, Ecomine shall take all necessary steps (at its own cost) to keep such patent or patent application pending until Ecomine can comply with this Paragraph.

4.2.4. Ecoscreen will cooperate fully, and will ensure its employees and contractors will cooperate fully, with Ecomine, and any of its successors and assigns, with respect to signing further documents and doing such acts and other things requested by Ecomine, and any of its successors and assigns, to evidence or confirm the Ecomine's ownership of the Ecomine Intellectual Property or to register or enforce any intellectual property rights in and to the Ecomine Intellectual Property.

4.3. PROSECUTION AND MAINTENANCE OF ECOSCREEN PATENTS

4.3.1. Ecoscreen shall have sole control over the prosecution and maintenance of the Ecoscreen Patents and shall be entitled to file or not file applications for patents, amend applications for patents, abandon patents (including applications and granted patents) and/or take any other steps regarding prosecution and maintenance of the Ecoscreen Patents as it sees fit.

4.3.2. Ecoscreen shall be solely responsible for directly paying all costs relating to prosecution and maintenance of the Ecoscreen Patents.

4.3.3. If Ecoscreen chooses to abandon any of the Ecoscreen Patents, Ecoscreen shall notify Ecomine at least 30 days before such an abandonment is to occur and Ecomine shall have the option to assume ownership of such patent or patent application. If Ecomine is to assume ownership of such patent or patent application, Ecomine will assume all costs of doing so and Ecoscreen will cooperate fully and will ensure its employees and contractors will cooperate fully to achieve such a transfer of ownership. If Ecoscreen cannot provide 30 days of notice to Ecomine pursuant to this Paragraph, Ecoscreen shall take all necessary steps (at its own cost) to keep such patent or patent application pending until Ecoscreen can comply with this Paragraph.

4.3.4. Ecomine will cooperate fully, and will ensure its employees and contractors will cooperate fully, with Ecoscreen, and any of its successors and assigns, with respect to signing further documents and doing such acts and other things requested by Ecoscreen, and any of its successors and assigns, to evidence or confirm the Ecoscreen's ownership of the Ecoscreen Intellectual Property or to register or enforce any intellectual property rights in and to the Ecoscreen Intellectual Property.

4.4. PATENT MARKING

- 4.4.1. If Ecomine requests, Ecoscreen will mark Ecomine Products in a manner compliant with applicable laws and regulations.
- 4.4.2. If Ecoscreen requests, Ecomine will mark Ecoscreen Products in a manner compliant with applicable laws and regulations.

5. INFRINGEMENT BY THIRD PARTIES

- 5.1. If Ecomine becomes aware of an infringer of the Ecoscreen Patents and/or the Ecoscreen Intellectual Property, it shall promptly give written notice to Ecoscreen of the identity and address, if known, of the infringer and the location and nature of the alleged infringement.
- 5.2. If Ecoscreen becomes aware of an infringer of the Ecomine Patents and/or the Ecomine Intellectual Property, it shall promptly give written notice to Ecomine of the identity and address, if known, of the infringer and the location and nature of the alleged infringement.
- 5.3. The owner of the infringed intellectual property identified pursuant to Paragraph 5.1 or Paragraph 5.2 shall have the first right to evaluate the potential infringement, and, in the event that such owner elects to undertake legal action against an infringer, such owner shall bear the expense thereof, including but not limited to, attorneys' fees and costs. To the extent that any award or settlement is obtained resulting from such a legal action, such owner shall be entitled to retain 100% of any settlement or award.
- 5.4. The owner of the infringed intellectual property identified pursuant to Paragraph 5.1 or Paragraph 5.2 is under no obligations to take legal action against alleged infringers and in the event that such owner elects not to pursue such action, such owner may, at their sole discretion, grant to the other Party the right, at its sole cost and expense, to pursue such a claim and to be entitled to retain 100% of any settlement or award, provided, however, that no settlement may be entered into which in any way affects or compromises rights of such owner under this Agreement or otherwise. If the other Party pursues such a claim, such owner agrees to be joined as a party to the claim if necessary, at the other Party's expense, and such owner agrees to provide all reasonable cooperation required for such litigation.

6. CONFIDENTIAL INFORMATION

- 6.1. The Receiving Party will keep strictly confidential and will not disclose, or use for any purpose other than those allowed for by this Agreement, any Confidential Information of the Disclosing Party. The Receiving Party will not obtain any

interest in the Disclosing Party's Confidential Information by reason of this Agreement or by reason of the disclosure of such Confidential Information pursuant to this Agreement. The Receiving Party will take the steps reasonably necessary to protect the confidentiality of the Disclosing Party's Confidential Information. The Receiving Party will provide the Disclosing Party's Confidential Information with at least the same level of protection that it provides for its own confidential information of a similar type (except that such level of protection will not be less than a reasonable level).

- 6.2. The Receiving Party may disclose the Disclosing Party's Confidential Information only to its sub-licensees, directors, officers, agents, employees, and professional advisors who have a need to know such Confidential Information, provided that such sub-licensees directors, officers, agents, employees and professional advisors are bound by obligations of nondisclosure and non-use commensurate in scope to those set forth in this Agreement. The Receiving Party may disclose the Confidential Information of the Disclosing Party to applicable regulatory authorities if required by law or regulations, provided that the Receiving Party first provides to the Disclosing Party prompt notice of such required disclosure and maintains confidentiality to the greatest extent permissible. The Receiving Party may also disclose the Discloser's Confidential Information to any sublicensee under this Agreement only if such sublicensee has entered into a sublicense agreement that complies with the requirements under Paragraphs 2.3 or 3.3 of this Agreement (as applicable).
- 6.3. The restrictions of confidentiality and non-use set forth in this Section will not apply to information that:
 - 6.3.1. is or becomes publicly available without breach of this Agreement, after that information becomes publicly available;
 - 6.3.2. is disclosed to the Receiving Party by a third party, provided such information was not obtained by the third party, directly or indirectly, from the Disclosing Party on a confidential basis;
 - 6.3.3. is already known to the Receiving Party without an obligation to keep confidential; or
 - 6.3.4. is independently developed or discovered by the Receiving Party without use of the Confidential Information of the Disclosing Party.
- 6.4. The Parties acknowledge and agree that the breach by either Party of any of the provisions of this Section may cause serious and irreparable harm to the other Party that may not adequately be compensated for in damages and, in the event of a breach by either Party of any of such provisions, the Party alleging misuse of its Confidential Information may upon sufficient showing be entitled to an

injunction restraining the breaching Party from any further breach of such provision, but such action will not be construed so as to prevent the other Party from pursuing any other remedy available to it at law or in equity as a result of such breach.

7. TERM AND TERMINATION

- 7.1. Ecomine may terminate the Ecomine License if Ecoscreen materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach or provide Ecomine with an acceptable plan for curing such breach within thirty (30) days after receipt by Ecoscreen of Ecomine's written notice specifying the breach. Termination of the Ecomine License pursuant to this Paragraph will not affect the Ecoscreen License.**
- 7.2. Ecoscreen may terminate the Ecoscreen License if Ecomine materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach or provide Ecoscreen with an acceptable plan for curing such breach within thirty (30) days after receipt by Ecomine of Ecoscreen's written notice specifying the breach. Termination of the Ecoscreen License pursuant to this Paragraph will not affect the Ecomine License.**
- 7.3. If the Ecomine License is terminated according to Paragraph 7.1 of this Agreement:**
 - 7.3.1. all licenses granted to Ecoscreen and any sublicenses granted by Ecoscreen under this Agreement will automatically terminate and Ecoscreen will cease any and all use of the Ecomine Intellectual Property; and**
 - 7.3.2. Ecoscreen will return to Ecomine all Ecomine Confidential Information disclosed to it and all copies thereof in its possession, custody or control or, at Ecomine's option, destroy such Confidential Information and provide to Ecomine a certificate evidencing such return or destruction within fifteen (15) days of the termination date unless otherwise agreed in writing between the Parties.**
- 7.4. If the Ecoscreen License is terminated according to Paragraph 7.2 of this Agreement:**
 - 7.4.1. all licenses granted to Ecomine and any sublicenses granted by Ecomine under this Agreement will automatically terminate and Ecomine will cease any and all use of the Ecoscreen Intellectual Property; and**
 - 7.4.2. Ecomine will return to Ecoscreen all Ecoscreen Confidential Information disclosed to it and all copies thereof in its possession, custody or control or, at Ecoscreen's option, destroy such Confidential Information and provide to**

Ecoscreen a certificate evidencing such return or destruction within fifteen (15) days of the termination date unless otherwise agreed in writing between the Parties.

- 7.5. The Parties may immediately terminate this Agreement upon mutual agreement in writing.
- 7.6. Sections 6, 8 and 10, and any other provisions as are necessary for the interpretation of such provisions will survive termination of this Agreement in accordance with their terms.

8. WARRANTIES AND INDEMNITIES

- 8.1. This Agreement provides no conditions, representations or warranties of any kind made by any Party relating to the Licensed Intellectual Property. All implied conditions, warranties and representations relating to the Licensed Intellectual Property are expressly disclaimed by all Parties. All Parties expressly agree that the Licensed Intellectual Property is "as is" and may be unsuitable for any particular application. For clarity, Ecomine does not make, and expressly disclaims, any and all warranties, representations or conditions that the Ecomine Patents are valid or enforceable or that the Ecomine Products do not infringe any third party intellectual property rights. For clarity, Ecoscreen does not make, and expressly disclaims, any and all warranties, representations or conditions that the Ecoscreen Patents are valid or enforceable or that the Ecoscreen Products do not infringe any third party intellectual property rights.
- 8.2. Ecoscreen hereby indemnifies, defends, and holds harmless Ecomine, its successors, its assigns and its respective officers, directors, agents, and employees, from and against any and all claims (including claims of infringement), demands, obligations, injuries, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), arising out of: (1) the failure of Ecoscreen, its employees or agents to comply with the terms and conditions of this Agreement; (2) the manufacture, distribution, sale or use of the Ecomine Products by Ecoscreen, any sub-licensee of Ecoscreen or any customer of Ecoscreen; and (3) Ecoscreen's or customer of Ecoscreen's use of any of the Ecomine Intellectual Property.
- 8.3. Ecomine hereby indemnifies, defends, and holds harmless Ecoscreen, its successors, its assigns and its respective officers, directors, agents, and employees, from and against any and all claims (including claims of infringement), demands, obligations, injuries, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney

fees and disbursements), arising out of: (1) the failure of Ecomine, its employees or agents to comply with the terms and conditions of this Agreement; (2) the manufacture, distribution, sale or use of the Ecoscreen Products by Ecomine, any sub-licensee of Ecomine or any customer of Ecomine; and (3) Ecomine's or customer of Ecomine's use of any of the Ecoscreen Intellectual Property.

- 8.4. All Parties hereby agree, for the term of this Agreement and thereafter, not to file any action that challenges the validity, enforceability or patentability of any of the Licensed Intellectual Property.

9. MISCELLANEOUS

- 9.1. All notices and other communications under this Agreement will be made in writing, and will be effective when received at the addresses specified on the first page of this Agreement.
- 9.2. Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party or Parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 9.3. This Agreement supersedes all previous representations, understandings and agreements, oral or written, assigning, licensing and/or granting any rights in the Ecomine Intellectual Property from Ecomine to Ecoscreen. The Parties hereby agree that the terms of any such previous agreements are null and void.
- 9.4. This Agreement supersedes all previous representations, understandings and agreements, oral or written, assigning, licensing and/or granting any rights in the Ecoscreen Intellectual Property from Ecoscreen to Ecomine. The Parties hereby agree that the terms of any such previous agreements are null and void.
- 9.5. Time is of the essence in this Agreement.
- 9.6. In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement other than those provisions held invalid or unenforceable shall not be affected and each remaining term of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 9.7. Any dispute that may arise relating to the terms of this Agreement will be brought to the attention of business representatives of each of the Parties (or their respective designees) who will attempt to mutually agree upon the proper course of action to resolve the dispute. If any such dispute is not resolved by the business representatives of the Parties (or their designees) within thirty (30) days

after such dispute is referred to them, or such longer period as the business representatives (or their respective designees) may collectively agree, then either Party may, upon written notice, elect to utilize a non-binding outside mediation whereby each presents its case at a hearing (the "Hearing") before a panel consisting of a senior executive of each of the Parties and a mutually acceptable neutral mediator. If a Party elects to utilize outside mediation the other Party agrees to participate. The Hearing will occur no more than thirty (30) days after a Party serves written notice to use outside mediation. Each Party may be represented at the Hearing by lawyers. If the matter cannot be resolved at such Hearing by the senior executives, the neutral advisor may be asked to assist the senior executives in evaluating the strengths and weaknesses of each Party's position on the merits. Thereafter, the senior executives shall meet and try again to resolve the matter. If the matter cannot be resolved at such meeting, the Parties' only recourse is to commence an action as provided for in Paragraph 10.8 and the outside mediation proceedings will have been without prejudice to the legal position of either Party. No such action may commence until fifteen (15) days have elapsed from the first day of the Hearing. The Parties shall each bear their respective costs incurred with this procedure, except that they shall share equally the fees and expenses of the neutral mediator and the cost of the facility for the Hearing.

- 9.8. This Agreement will be governed by and construed in accordance with British Columbia law and applicable Canadian law, and will be treated in all respects as a British Columbia contract. Any and all actions or proceedings arising hereunder shall be irrevocably subjected to and resolved by the Courts of British Columbia. Except as provided in Paragraph 10.7, Parties hereby attorn to the exclusive jurisdiction and to the exclusive venue of the Courts of British Columbia.
- 9.9. The headings of the sections of this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 9.10. The Parties have participated jointly in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 9.11. Upon execution of this Agreement by all of the Parties, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors, assigns, licensees and sub-licensees.

9.12. This Agreement may be executed in counterparts and delivered by facsimile or email, each such counterpart shall be considered an original and together shall constitute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives on the dates and locations indicated below.

ECOMINE TECHNOLOGIES CORPORATION

Signature: Signed "John Davies"

Date: December 8, 2020

Location: Vancouver

~~Date:~~

~~Location:~~

ECOSCREEN SOLUTIONS INC.

Signature: Signed "Robert Greene"

~~Name:~~ December 8, 2020

~~Title:~~ Vancouver

~~Date:~~

~~Location:~~

Schedule A: The Ecomine Patents

1. United States Provisional Patent Application No. 62/890,597, filed 22 August 2019 for Engineered Yeast for Nonmagnetic Fines Recovery.
2. Patent Cooperation Treaty Patent Application No. CA/2020/051123, filed 16 August 2020 for Engineered Yeast for Nonmagnetic Fines Recovery.
3. Any patents ultimately issuing from any of the patent applications listed above.
4. All divisionals, continuations and continuations-in-part of any of the patents and patent applications listed above and any patents ultimately issuing from said divisionals, continuations and continuations-in-part.
5. All foreign equivalents of any of the patents and patent applications listed above.
6. All reissues, re-examinations, renewals, and extensions of any of the patents and patent applications listed above.

Schedule B: The Ecoscreen Patents

1. United States Provisional Patent Application No. 63/076,918, filed 10 September 2020 for Use of Dual-Affinity Probes for Pathogen Detection.
2. Any patents ultimately issuing from any of the patent applications listed above.
3. All divisionals, continuations and continuations-in-part of any of the patents and patent applications listed above and any patents ultimately issuing from said divisionals, continuations and continuations-in-part.
4. All foreign equivalents of any of the patents and patent applications listed above.
5. All reissues, re-examinations, renewals, and extensions of any of the patents and patent applications listed above.