

Deed of Confidentiality
and Fee Agreement

Panopus Plc and Ekos Pty
Ltd Joint Venture
(“Ekosolve Provider”)

AND

Tech One Lithium Resources
Corp.
(“Processor”)

Ekosolve Confidentiality and
Process Fee Agreement

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Date March 18, 2021

Parties

Panopus Pte Ltd (a company duly registered in Singapore) and Ekos Pty Ltd (a company duly registered in Australia) a joint venture (“**Ekosolve Provider**”) whose address for notices is [Redacted: Contact Information]

Tech One Lithium Resources Corp. (“**Processor**”) whose address for notices is [Redacted: Contact Information]

Recitals

- A **Ekosolve Provider** has agreed to disclose or otherwise make its Confidential Information available to the **Processor** on the terms and conditions set out in this deed.
- B **Processor** will pay a Processing Fee to the **Ekosolve Provider** of [Redacted: Confidential Pricing Information] of its ex-warehouse Revenue from sales of lithium carbonate in United States Dollars on a quarterly basis in arrears.
- C The **Processor** has agreed to have all its employees, agents, advisors sign Confidentiality Deeds as a condition of their appointment or employment and not try to re-engineer or reverse engineer the Ekosolve process.
- D The **Processor** must only use the Confidential Information in accordance with the terms and conditions set out in this deed.
- E **Ekosolve Provider** will provide a contract of 10 years duration from the commencement date of production.

The parties agree:

1 Definitions and interpretation

1.1 Definitions

In this deed:

Approved Purposes means the purposes of:

- (a) The process used to extract Lithium ions from the Salt water brines at the salt lake of Incahuasi, to produce Battery grade Lithium Carbonate, the Confidential Information (including the EPCM contract, processing agreement, process presentations and other documents and software and supporting sale and purchase agreement collectively called the (“**Ekosolve Lithium Process**”) enabling the Processor to offer the lithium

Carbonate goods to its clients and receive the Ekosolve Lithium Process from the Ekosolve Provider;

Business means the business of a providing the Ekosolve Process and producing lithium Carbonate from brines.

Business Day means a day that is not a Saturday, Sunday or public holiday in the location from which the relevant act is to be done.

Claim means a claim, action, proceeding, judgment or demand made or brought by or against a party, however arising and whether present, unascertained, future or contingent.

Confidential Information means all Information disclosed to or acquired by the Processor or the Processor's Representatives before or after the date of this deed, whether orally, in writing or in electronic or machine readable form but does not include Information that:

- (a) the Recipient can prove by contemporaneous written documentation was in the lawful possession of the Recipient or the Recipient's Representatives before the Ekosolve Provider had any dealings with the Recipient or was independently generated by the Recipient or the Representative or on its behalf;
- (b) is in the public domain otherwise than as a result of a breach of this deed or any other obligation of confidentiality owed to the Ekosolve Provider; or
- (c) was legally and properly obtained by the Recipient or the Representative from any other source without restriction on further disclosure.

Contract Duration means ten (10) years from the date the plant is commissioned in Argentina and producing lithium carbonate. This will include a pilot plant producing sellable quantities of lithium carbonate. This Contract Duration will be able to be extended by the Processor after ten (10) years duration if brine production has been achieved.

Payment means the fee that is due at the end of the first three month period, and then subsequent quarters from when Lithium Carbonate is stored in the warehouse in Argentina. A packing list of number and weight of bags will be provided to the Ekosolve Processor by email stamped with Ekosolve Processor stamp and the contract sales price ex-warehouse with an extract of the contract. The ex-warehouse price will be determined by stating the FOB or CIF/CFR price and deducting the freight and other transport related costs.

Processing Fee means the [Redacted: Confidential Pricing Information] of the USD ex-warehouse value of the Lithium Carbonate exported from Argentina or Chile on a ex-warehouse Argentina basis. The Fee will be paid according to the **Payment** terms and evidence of the transfer within four banking days at settlement each quarter by the **Processor** to the Ekosolve Bank account being:

Beneficiary: [Redacted: Bank Account Information]
Address:

Bank [Redacted: Bank Account Information]
Account:
Swift:
Branch:

Documentation means any document or material regardless of form that contains, refers to, summarises, analyses, assesses, or stores Confidential Information including contracts, presentations, emails, abstracts, memoranda, notes, correspondence, reports, records, photographs, drawings, plans, papers, magnetic tapes, computer software or any other documents or medium capable of recording or storing Information.

Information means information, including Documentation, regardless of form consisting of, relating to or in connection with:

- (a) the process used and the materials involved in conducting the process, operations or trading and including financial affairs, projections, forecasts, accounts, prospects, strategies, chemical processes and system functionality, business operations, assets, liabilities, customers, personnel, suppliers, contracts, trade secrets, products and sales information;
- (b) the Ekosolve Provider agreement
- (c) the Approved Purposes; or
- (d) the existence or terms of this deed.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

Ekosolve Process means the processes developed by Ekosolve Provider and its licensor University of Melbourne, using the concept of solvent extraction to extract lithium ions and produce lithium carbonate at battery grade purity.

Rep Deed means a confidentiality deed **required to be signed by a Representative** under clause 4 in the form set out in Schedule 1.

Representative means any of the following persons notified in writing by the Recipient to Ekosolve Provider:

- (b) representatives of the Recipient but not officers who are bound by this agreement, including employees; and
- (c) any third party contractors, advisors or agents of the Recipient or accounting, financial or legal advisers of the Recipient and their respective officers, employees and representatives.

1.1 Interpretation

In this deed, headings are inserted for convenience only and do not affect the interpretation of this deed and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other gender;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by “includes”, “including”, “for example” or “such as” or similar expressions;
- (e) a reference to a document, including this deed, is to the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a party includes the party’s successors and permitted transferees and assigns and if a party is an individual, includes executors and personal legal representatives;
- (g) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a government authority or agency;
- (h) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (i) if the day on or by which something must be done is not a Business Day, that thing must be done on the next Business Day.

2 Provision of Confidential Information

2.1 Disclosure

Processor may, subject to the Recipient executing and delivering this deed, disclose or procure the disclosure of Confidential Information to the Recipient for use solely as set out in this deed.

Obligation

The Recipient acknowledges and agrees that the Processor is obliged to disclose any particular Information to the Recipient, or a Representative requested of either party to enable the Ekosolve Process transaction to proceed.

2.2 Warranty as to completeness and accuracy of the Confidential Information

The Recipient acknowledges and agrees that:

- (a) Ekosolve Provider represents and warrants as to the completeness or accuracy of the Confidential Information; and
- (b) the Recipient may make its own enquiries subject to the confidentiality provisions in relation to the completeness and accuracy of the Confidential Information provided.

3 Confidentiality

3.1 Obligation of confidence

The Recipient must:

- (a) maintain the confidential nature of the Confidential Information;
- (b) not disclose, publish, part with the possession of or otherwise provide any Confidential Information to any person except under clause 3.2, or with the prior written consent of Ekosolve Provider signed by either Phillip Thomas or Dr Carlos RM Sorentino or their appointed delegates;
- (c) use the Confidential Information or any part of it only for or in connection with the Approved Purposes;
- (d) not use the Confidential Information for the Recipient's own or another's advantage, or to the competitive disadvantage of Ekosolve Provider; and
- (e) not copy or duplicate or allow the copying or duplication of any Confidential Information.

3.2 Permitted disclosure

This deed does not prohibit the disclosure of any Confidential Information:

- (a) to a Representative of the Recipient who needs to know that Confidential Information for the Approved Purposes, subject to compliance by the Recipient with clause 4 and then only to the extent that the Recipient has a need to know; or
- (b) which is required to be disclosed by law, provided that the Recipient has:
 - (i) first given the other party sufficient notice in writing to enable that party to seek a protective order or other relief from disclosure; and
 - (ii) provided all reasonable assistance and co-operation which the disclosing party reasonably considers necessary for that purpose.

3.3 No collusion

Without limiting or derogating from any of the obligations of the Recipient under this deed, the Recipient acknowledges that it is prohibited from sharing Confidential Information with, or colluding with, any other recipients of confidential information from Ekosolve Provider, or any existing or potential suppliers of services or products to Ekosolve Provider (including

discussion of pricing information in relation to the provision of Ekosolve Process). In particular, the Processor will not participate in price fixing or bid rigging in relation to Ekosolve Process Fee and will notify **Ekosolve Provider** immediately if any person suggests that the Recipient so has or intends to participate.

4 Recipient's Representatives

4.1 Representatives to sign Rep Deed

The Recipient must ensure that each of the Representatives who are to be provided with access to any of the Confidential Information including the Ekosolve Process:-

- (a) are directly concerned with the Approved Purposes; and
- (b) are made fully aware of the confidential nature of all of the Confidential Information and execute a **Rep Deed** and deliver that deed to **Ekosolve Provider** who has acknowledged receipt in writing, prior to providing any such access.

4.2 Recipient to ensure compliance of its Representatives

The Recipient must ensure that none of the Representatives do or omit to do anything at any time which, if done or omitted to be done by the Recipient, would constitute a breach of its obligations under this deed or the obligations of the Representative under any Rep Deed. Executives from Processor and others will be exempted from this provision if approved in writing or email by **Ekosolve Provider**.

4.3 Representatives ceasing to act

The Recipient must, in relation to any Representative who ceases to act on behalf of or on the instructions of the Recipient in relation to the Approved Purposes and to whom Confidential Information has been disclosed:

- (a) immediately notify **Ekosolve Provider** of the identity of that Representative; and
- (b) ensure that the Representative immediately delivers to the Recipient all Confidential Information and Documentation that is, or ought to be, in the possession, power, custody or control of the Representative.

5 Security and control

The Recipient must:

- (a) take all reasonable proper and effective precautions to preserve the secrecy of and to maintain the confidential nature of the Confidential Information and to safeguard the Confidential Information from unauthorised access, disclosure, copying or use; and
- (b) immediately notify **Ekosolve Provider** of any potential, suspected or actual unauthorised access, disclosure, copying or use or breach of this deed.

6 Restricted actions

6.1 Contact with other parties

- (a) Subject to clause 3.2, the Recipient may not at any time, without the prior written consent of **Ekosolve Provider**, discuss or attempt to discuss any matter in connection with the Confidential Information, the Business, the Fee Agreement or the Approved Purposes with any officers, employees or advisers of **Processor** or **Ekosolve Provider** or any other person whatsoever, including in particular:
- (i) any customer or supplier of Ekosolve Provider or a Related Body Corporate of Ekosolve Provider;
 - (ii) any government, semi-government, statutory, administrative, fiscal or judicial agency or body which may be concerned with or interested in the Business or Ekosolve Provider; or
 - (iii) any other participant or potential participant in any Lithium Processing industry, or any other participant or potential participant in any industry connected or associated with the Business of solvent extraction in chemicals found in salt water brines in Latin America.

For the avoidance of doubt, nothing in this clause will be construed as restraining or restricting the right of the Recipient to conduct business, or contact such parties, in the ordinary course of business.

6.2 Permissible contact

Subject to clause 3.2, in connection with the supply of Confidential Information for the Approved Purposes, or any other matter arising under this deed, the Recipient may only contact the persons listed below or such other persons as Ekosolve Provider nominates in writing from time to time:

[Redacted: Contact Information]

7 Breach

The Recipient acknowledges and agrees that:

- (a) the Confidential Information constitutes valuable and proprietary information of Ekosolve Provider;
- (b) any breach of this deed will diminish the value of Ekosolve Provider's business or assets;
- (c) any Loss suffered by Ekosolve Provider as a result of any breach of this deed including non-payment of Fees when due within 5 business days at the end of the calendar quarter may not be adequately compensated for by damages; and

- (d) in addition to any other remedies available at law or in equity, Ekosolve Provider may be entitled to specific performance or an injunction, as appropriate, against the Recipient as a remedy for any potential, suspected or actual breach of this deed and, if necessary, to require it to return the Documentation to Ekosolve Provider.

8 Indemnity

The Recipient indemnifies and must keep Ekosolve Provider indemnified for any Claim against Ekosolve Provider or any Loss suffered by Ekosolve Provider arising from or in connection with:

- (a) any breach by the Recipient of the obligations contained in or to referred to in this deed;
- (b) any act or omission by any person (including a Representative) associated with or related in any way to the Recipient that if done or omitted to be done by the Recipient would constitute a breach of this deed; or
- (c) any breach by a Representative of the Rep Deed.

9 Effect and duration

9.1 Deed is binding

This deed is binding on the parties from the date of execution and continues in full force even if a party ceases to have any interest in the Approved Purposes.

9.2 Separate and independent obligation

Each obligation of the parties under this deed is separate and independent from each other obligation.

10 Costs and stamp duty

10.1 Recipient to pay stamp duty

Recipient must pay all stamp duty (including any fines and penalties relating to a failure to pay stamp duty) that is payable on or relating to the execution or registration of this deed.

10.2 Costs

Except where clause 10.1 applies, each party must pay its own costs of negotiating, preparing and executing this deed and performing its obligations under this deed.

11 Notices

11.1 General

Unless this deed expressly states otherwise, a notice, consent, approval, waiver or other

communication (**notice**) in connection with this deed must be in writing and signed by the sender or a person authorised by the sender. A notice may be given by hand delivery, prepaid post, facsimile or by electronic message to the receiver's current address for service for notices as set out in this deed or as amended by notice from time to time.

11.2 When effective

A notice given under clause 11.1 will be deemed to be received:

- (a) if hand delivered, at the time of delivery;
- (b) if sent by pre-paid post, three Business Days after the date of posting or seven Business Days after the date of posting if posted to or from a place outside Canada;
- (c) if sent by facsimile, when the sender's fax machine produces a report confirming the successful transmission of the entire notice including the relevant number of pages and the correct destination fax machine number or name of recipient; or
- (d) if sent by electronic message, when the sender receives an automated message confirming delivery or eight hours after the message has been sent (as recorded on the device from which the sender sent the message) unless the sender receives an automated message that the electronic message was not delivered or the sender knows or reasonably should know that there is a network failure and accordingly knows or suspects that the electronic message was not delivered,

unless a notice is received after 5.00 pm on a Business Day in the place of receipt or at any time on a non Business Day, in which case, that notice is deemed to have been received at 9.00 am on the next Business Day.

11.3 Electronic notices

Despite clause 11.2(d), the following notices **must** be sent by electronic message and registered international Express mail:

- (a) a notice of a breach of this deed; or
- (b) a notice terminating this deed.

11.4 Addresses for notices

Any notice given in connection with this deed must be given to the address set out at the commencement of this Deed of the relevant party or to any other address as that party may notify to the other party.

12 Assignment

A party must not assign or otherwise deal with any of its rights or obligations under this deed without the prior written consent of the other party.

13 Amendment

This deed may only be amended or varied in writing signed by each party.

14 Waiver**14.1 No waiver**

No failure to exercise or delay in exercising any right given by or under this deed to a party constitutes a waiver and the party may still exercise that right in the future.

14.2 Waiver must be in writing

Waiver of any provision of this deed or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.

15 Approval or consent

Unless this deed expressly states otherwise, a party may, in its absolute discretion, give or withhold any approval or consent that the party may be requested to give under this deed in any way it considers appropriate, including by imposing conditions.

16 Counterparts

This deed may be executed in any number of counterparts. All signed counterparts taken together constitute one deed.

17 Additional obligations

The covenants in this deed are in addition to and will in no way derogate from the obligations of the Recipient in respect of secret and confidential information at law or in equity or under any statute or trade or professional custom or usage.

18 Severability

If any provision of this deed is void, voidable by a party, unenforceable or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this deed without affecting the validity or enforceability of the remaining provisions of this deed.

19 Ekosolve Provider Fee

If the Processor can not provide the information of how much lithium carbonate has been produced for sale, the Ekosolve Provider may at its absolute discretion estimate the amount produced from the utilisation of materials and solvents and render an invoice for this amount based on the previous quarters ex-warehouse price. This invoice will be paid promptly on an inclusive tax basis.

20 Further steps

Each party agrees to promptly do all things necessary or desirable to give full effect to this deed such as obtaining consents or signing documents.

21 Time of the essence

Time is of the essence of this deed.

22 Entire agreement

This deed constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.

23 Governing law and jurisdiction**23.1 Governing law**

This deed is governed by the laws of British Columbia Canada. If a dispute occurs from an action in a different Jurisdiction, then laws of that country may be substituted at the discretion of the plaintiff. If litigation is prevented because the initiator is not registered in that country, then all parties agree that the litigation may be initiated in another jurisdiction at the choice of the litigating party.

23.2 Jurisdiction

The parties submit to the non-exclusive jurisdiction of courts of British Columbia, Canada and any courts that may hear appeals from those courts about any proceedings in connection with this deed.

EXECUTED as a deed:

Signing page

EXECUTED by Tech One Lithium Resources Corp. in accordance with its constitution by being signed by:

Signed

Principal
(please print)

(Signed) "Lawrence Hay"

Lawrence Hay
Name *(please print)*

EXECUTED by Panopus Plc Ltd in accordance with its constitution by being signed by:

Mr Phillip Thomas
Name of director *(please print)*

(Signed) "Philip Thomas"
Signature of director

EXECUTED by Ekos Research Pty Ltd in accordance with its constitution by being signed by:

Dr Carlos R M Sorentino
Name of director *(please print)*

(Signed) "Carlos Sorentino"
Signature of director

Schedule 1-Rep Deed

THIS CONFIDENTIALITY UNDERTAKING is made on the day of March 18, 2021.

BY:

The person described in Item 1 below (**Representative**)

IN FAVOUR OF:

Ekosolve Provider (Panopus Pte Ltd and Ekos Pty Ltd Joint Venture)

RECITAL

Under a Confidentiality Deed (**Confidentiality Deed**) made March 11, 2021 and made between Ekosolve Provider and the Recipient described in Item 2 below, the Recipient agreed to cause the Representative to enter into this deed in connection with the disclosure of Confidential Information to the Representative.

OPERATIVE PROVISIONS

1. The Representative covenants with Ekosolve Provider that it will comply with the terms and conditions of the Confidentiality Deed (which the Representative acknowledges having read in full) as if it had executed that deed as the Recipient. To that extent the provisions of the Confidentiality Deed are deemed to be repeated in full in this deed, but as if "the Recipient" was in fact the Representative.
2. Terms defined in the Confidentiality Deed have the same meaning when used in this deed.
3. The Representative acknowledges that it has obtained its own independent legal advice regarding the meaning and effect of this deed, or it had ample opportunity to do so but decided against this, prior to execution and exchange of this deed.

Item 1: Representative: (a) Name: Mr Lawrence Hay
state full name

Item 2: The Recipient: (a) Name: ...Tech One Lithium Resources Corp.
state full name

Address: 461 16th Ave, North Vancouver, BC, V7M 1V1

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED)
by the Representative in the)
presence of:)

(Signed) "*Lawrence Hay*"

.....
Signature of Witness

.....
Signature of Representative