

CONSULTING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made effective as of February 13, 2023.

BETWEEN:

CRITICAL INFRASTRUCTURE TECHNOLOGIES LTD., a company organized under the laws of the Province of British Columbia, with an office at 2600-1066 West Hastings Street, Vancouver, British Columbia V6E 3X1

(the “**Company**”)

AND:

RE HUGHES & ASSOCIATES PTY LTD., a company existing pursuant to the laws of Australia, with an office at [redacted]

(the “**Consultant**”)

AND:

ANDREW HILL, an individual, having an address for delivery located at [redacted]

(the “**Executive**”)

WHEREAS:

- A. The Company wishes to engage the Consultant to provide the advisory services, including the personal services of the Executive, who has the expertise required by the Company; and
- B. the parties hereto are entering into this Agreement to formalize the engagement of the Consultant and the Executive and reflect the terms and conditions under which the Company will engage the Consultant and the Executive.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained (the receipt and adequacy of which consideration is hereby mutually acknowledged by each party), the parties hereby covenant and agree as follows:

PART 1 SERVICES AND DUTIES OF THE CONSULTANT AND EXECUTIVE

- 1.1 Engagement, Services and Duties.** Effective as of the date of this Agreement, the Company hereby engages the Consultant to provide the services described in Schedule “A” attached hereto (the “**Services**”), including the personal services of the Executive to perform the function of Chief Technology Officer of the Company, and the Consultant hereby accepts such appointment and engagement by the Company on the terms and subject to the conditions set forth in this Agreement.
- 1.2 No Substitution.** It is hereby acknowledged by the parties that, in the event the Consultant wishes to provide such person other than the Executive to provide Services hereunder, such person must first be approved by the board of directors of the Company (the “**Board**”), in writing, which approval may be denied for any reason whatsoever.

**PART 2
TERM OF ENGAGEMENT**

2.1 Term of Engagement. Subject to the provisions for termination as hereinafter provided, the term of this Agreement will be for an initial period of 48 months (the “**Term of Engagement**”), which Term of Engagement will automatically renew for consecutive periods of 12 months unless this Agreement is terminated pursuant to Part 6.

**PART 3
COMPENSATION OF THE CONSULTANT**

3.1 Compensation. The Company shall pay the Consultant the following:

(a) **Performance Shares.**

(i) Subject to applicable laws and any requirements of the Canadian Stock Exchange and/or such other stock exchange(s) (the “**Exchange**”) on which the Company may elect to seek listing of the common shares in the capital of the Company (the “**Common Shares**”), upon the achievement of the milestones (the “**Milestones**”) as set forth below, the Company will issue to the Consultant Common Shares (the “**Performance Shares**”) at a deemed issuance price of \$0.30 per Performance Share, as set forth below:

Number of Performance Shares	Milestone
1,839,798	Achieving (a) 10 outright sales of self deploying skids (“ SDSs ”) at a minimum price of A\$600,000 for each SDS, (b) A\$6,000,000 in revenue or (c) 10 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2024.
1,839,798	Achieving (a) 25 outright sales of SDSs at a minimum price of A\$600,000 for each SDS, (b) A\$15,000,000 in revenue or (c) 24 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than September 30, 2024.
1,839,798	Achieving (a) 50 outright sales of SDSs at a minimum price of A\$600,000 for each SDS, (b) A\$30,000,000 in revenue or (c) 50 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2025.
1,839,798	Achieving (a) 80 outright sales of SDSs at a minimum price of A\$600,000 for each SDS, (b) A\$48,000,000 in revenue or (c) 80 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2026.
1,839,798	Achieving (a) 100 outright sales of SDSs at a minimum price of A\$600,000 for each SDS, (b) A\$60,000,000 in revenue or (c) 100 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2027.
9,198,990	

(ii) In connection therewith, the Consultant acknowledges and agrees that such Performance Shares shall be legended with all applicable legends and resale restrictions applicable pursuant to applicable laws and/or Exchange policies, and the Consultant shall take all necessary action as may be requested by the Company in connection with the issuance of the Performance Shares, including, without limitation, the deposit of any Performance Shares received in escrow as may be required or requested by the Exchange, and the delivery of such documents as may be required to fully comply with all applicable laws and Exchange policies.

- (iii) Notwithstanding the foregoing, the issuance of Performance Share shall only be completed if such issuance is exempt from the prospectus and registration requirements under applicable securities laws, and no Performance Share shall be issued to any party under any circumstance should such issuance require any prospectus, registration or other filing in any jurisdiction or be in breach of applicable laws, in which case, the parties hereto acknowledge and agree that the obligation to issue such Performance Share shall be rendered *void ab initio*.
- (b) **Expenses.** The Company will reimburse the Consultant and the Executive for all reasonable out-of-pocket expenses incurred by the Consultant and the Executive in connection with their duties hereunder, provided that any expense in excess of \$1,000 will require the prior written consent of the Company.

PART 4 ADDITIONAL OBLIGATIONS OF THE CONSULTANT

- 4.1 Reporting by the Consultant.** The Consultant will provide to the Company such information concerning the results of the Consultant's Services and activities hereunder as the Company may reasonably require.
- 4.2 Compliance Issues.** The Consultant shall comply with all laws, whether federal, provincial, state or otherwise, applicable to the Services provided by it and, when requested by the Company, shall advise the Company of any particular compliance issues affecting any Services for which the Consultant has been engaged.
- 4.3 Confidentiality by the Consultant.** The Consultant will not, except as authorized or required by its duties hereunder, reveal or divulge to any person or companies any information concerning the organization, business, finances, transactions or other affairs of the Company that may come to the Consultant's knowledge during the Term of Engagement, and the Consultant, except as required by law, will keep in complete secrecy all confidential information entrusted to the Consultant and will not use or attempt to use any such information in any manner that may injure or cause loss either directly or indirectly to the Company's business. This restriction will continue to apply after the termination of this Agreement without limit in point of time but will cease to apply to information or knowledge that may come into the public domain.
- 4.4 Consultant's Business Conduct.** The Consultant warrants that it will provide the Services and conduct other related activities in a manner that is lawful and reputable and that brings good repute to the Company and the Consultant. In this regard the Consultant warrants to provide all Services in a sound and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Company.
- 4.5 Insider Issues.** The Consultant shall comply with all reasonable endeavors of the Company, industry practice, and law and regulation to ensure that it affords security to information of the Company and that the Consultant, or any person with whom the Consultant works or with whom the Consultant deals, does not employ information of the Company in any manner contrary to law or fiduciary obligations, and will fully comply with any policies adopted by the Company from time to time.
- 4.6 Trading Issues.** In the event that the Consultant, or any person with whom the Consultant works or with whom the Consultant deals, trades in the Company's or an affiliate's securities, then the Consultant shall employ reasonable prudence and good market practice as to such trading and shall effect such in compliance with law, and in full compliance with any policies adopted by the Company from time to time.
- 4.7 Company's Property.** The Consultant agrees that:

- (a) all Confidential Information and property, including without limitation, all books, manuals, records, reports, notes, contracts, lists, business and financial records and other documents (collectively, the “**Company’s Property**”) furnished to or prepared or developed by the Consultant in the course of or incidental to this Agreement and the duties hereof is for the exclusive benefit of the Company and is owned exclusively by the Company;
- (b) upon termination of this Agreement the Consultant shall promptly return the Company’s Property to the Company and shall keep no copies thereof, except as may be agreed in writing on agreed terms with the Company; and
- (c) during the Term of Engagement and thereafter, the Consultant shall not, directly or indirectly, except as required by the normal business of the Company or expressly consented to in writing by the Company:
 - (i) disclose, publish or make available, other than to an authorized employee, officer, or director of the Company, any of the Company’s Property;
 - (ii) acquire, possess for its own interest, sell, transfer or otherwise use or exploit any of the Company’s Property; or
 - (iii) permit the sale, transfer, or use or exploitation of any of the Company’s Property by any third party.

**PART 5
ADDITIONAL OBLIGATIONS OF THE EXECUTIVE**

- 5.1 Reporting by the Executive.** The Executive will provide to the Company such information concerning the results of the Executive’s Services and activities hereunder as the Company may reasonably require.
- 5.2 Compliance Issues.** The Executive shall comply with all laws, whether federal, provincial, state or otherwise applicable to the Services provided by him and, when requested by the Company, shall advise the Company of any particular compliance issues affecting any Services for which the Executive has been engaged.
- 5.3 Confidentiality by the Executive.** The Executive will not, except as authorized or required by his duties hereunder, reveal or divulge to any person or companies any information concerning the organization, business, finances, transactions or other affairs of the Company that may come to the Executive’s knowledge during the Term of Engagement, and the Executive, except as required by law, will keep in complete secrecy all confidential information entrusted to the Executive and will not use or attempt to use any such information in any manner that may injure or cause loss either directly or indirectly to the Company’s business. This restriction will continue to apply after the termination of this Agreement without limit in point of time but will cease to apply to information or knowledge that may come into the public domain.
- 5.4 Executive’s Business Conduct.** The Executive warrants that he will provide the Services and conduct other related activities in a manner that is lawful and reputable and that brings good repute to the Company and the Executive. In this regard the Executive warrants to provide all Services in a sound and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Company.
- 5.5 Insider Issues.** The Executive shall comply with all reasonable endeavors of the Company, industry practice, and law and regulation to ensure that he affords security to information of the Company and that the Executive, or any person with whom the Executive works or with whom the

Executive deals, does not employ information of the Company in any manner contrary to law or fiduciary obligations, and will fully comply with any policies adopted by the Company from time to time.

5.6 Trading Issues. In the event that the Executive, or any person with whom the Executive works or with whom the Executive deals, trades in the Company's or an affiliate's securities, then the Executive shall employ reasonable prudence and good market practice as to such trading and shall effect such in compliance with law, and in full compliance with any policies adopted by the Company from time to time.

5.7 Company's Property. The Executive agrees that:

- (a) the Company's Property furnished to or prepared or developed by the Executive in the course of or incidental to this Agreement and the duties hereof is for the exclusive benefit of the Company and is owned exclusively by the Company;
- (b) upon termination of this Agreement the Executive shall promptly return the Company's Property to the Company and shall keep no copies thereof, except as may be agreed in writing on agreed terms with the Company; and
- (c) during the Term of Engagement and thereafter, the Executive shall not, directly or indirectly, except as required by the normal business of the Company or expressly consented to in writing by the Company:
 - (i) disclose, publish or make available, other than to an authorized employee, officer, or director of the Company, any of the Company's Property;
 - (ii) acquire, possess for his own interest, sell, transfer or otherwise use or exploit any of the Company's Property; or
 - (iii) permit the sale, transfer, or use or exploitation of any of the Company's Property by any third party.

PART 6 TERMINATION OF ENGAGEMENT

6.1 Termination by the Company.

- (a) **For Cause.** The Company may at any time during the Term of Engagement terminate this Agreement for cause, without notice and without liability for any claim, action or demand upon the happening of one or more of the following events:
 - (i) if the Consultant or the Executive fails or refuses, repeatedly, to comply in any material respect with the reasonable policies, standards or regulations of the Company established from time to time in writing and in accordance with this Agreement;
 - (ii) if the Consultant or the Executive fails to perform in any material respect, their duties as determined by the Company in accordance with this Agreement and consistent with the customary duties of the Consultant's or the Executive's engagement;
 - (iii) if the Consultant conducts itself or the Executive conducts himself in a wilfully dishonest, or an unethical or fraudulent manner that materially discredits the

Company or is materially detrimental to the reputation, character or standing of the Company; or

(iv) if the Consultant or the Executive conducts any unlawful or criminal activity that materially discredits the Company or is materially detrimental to the reputation, character or standing of the Company.

(b) **For Other Than Cause.** Notwithstanding the above, the Company may at any time during the Term of Engagement terminate this Agreement by providing 90 days written notice to the Consultant. Within 15 days of the date of termination pursuant to this section 6.1(b), the Company will issue to the Consultant that number of Performance Shares to which the Consultant would have been entitled or becomes entitled pursuant to section 3.1 above.

6.2 Termination by the Consultant. The Consultant may terminate this Agreement at any time by providing 30 days written notice to the Company. Any Performance Shares the Consultant would have been entitled or becomes entitled to pursuant to section 3.1 above will cease on the date of termination.

PART 7 GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

7.2 Schedules. The Schedules attached hereto form an integral part of this Agreement.

7.3 Further Assurances. The parties will from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.

7.4 No Assignment. This Agreement may not be assigned by either party hereto except with the prior written consent of the other party.

7.5 Amendments. This Agreement may be amended or supplemented only by a written agreement signed by each party.

7.6 No Relationship of Employer-Employee. Each of the Company, the Consultant and the Executive acknowledges and agrees that the only relationship of the Consultant and/or the Executive to the Company created by this Agreement shall for all purposes be that of an independent contractor, and all persons employed or engaged by the Consultant in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by the Consultant and not by the Company. The Company shall have no obligation whatsoever to pay or compensate the Consultant or the Executive and/or any representative thereof for taxes of any kind whatsoever that arise out of or with respect to any fee, remuneration or compensation provided to the Consultant under this Agreement.

7.7 Notice. In this Agreement:

(a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand, or e-mail

transmission or mailed by prepaid registered post, to the address or e-mail address of each party set out as follows:

- (i) to the Company, at:

Critical Infrastructure Technologies Ltd.

Suite 2600, 1066 West Hastings Street
Vancouver, BC V6E 3X1

Attention: Brenton Scott
E-Mail: brenton.s@citech.com.au

- (ii) to the Consultant, at:

RE Hughes & Associates Pty Ltd.

[redacted]

Attention: Andrew Hill
E-Mail: [redacted]

- (iii) to the Executive, at:

Andrew Hill

[redacted]

E-mail: [redacted]

- (b) any notice or communication shall be considered to have been received:

- (i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;
- (ii) if sent by e-mail transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of the next normal business day of the receiver; and
- (iii) if mailed by prepaid registered post, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services, every notice or communication shall be delivered by hand or sent by facsimile transmission.

7.8 Time of the Essence. Time is of the essence of this Agreement.

7.9 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

7.10 Currency. All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.

- 7.11 Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The parties hereto agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the exclusive jurisdiction of the courts of British Columbia.
- 7.12 Severability.** If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement will not be affected and each remaining term will be separately valid and enforceable.
- 7.13 Interpretation Not Affected.** In this Agreement, using separate Parts and inserting headings are for convenient reference only and will in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.
- 7.14 No Contra Preferendum.** The Company, the Consultant and the Executive have participated jointly in the negotiation and drafting 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 Company, the Consultant and the Consultant and no presumption of burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of the provisions of this Agreement.
- 7.15 No Partnership or Agency.** The parties have not created a partnership and nothing contained in this Agreement will in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever, except as specifically herein provided.
- 7.16 Independent Advice.** Each of the Consultant and Executive acknowledges that it has been advised to seek independent legal advice prior to entering into this Agreement and by entering this Agreement, the Consultant and the Executive represent that they obtained whatever independent legal advice they considered appropriate and sufficient in connection with the transactions contemplated by this Agreement.
- 7.17 Counterparts.** This Agreement may be signed by facsimile or original and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

[Remainder of page intentionally left blank]

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

CRITICAL INFRASTRUCTURE TECHNOLOGIES LTD.

Per: "Faramarz Haddadi"
Authorized signatory

RE HUGHES & ASSOCIATES PTY LTD.

Per: "Andrew Hill"
Authorized signatory

SIGNED AND DELIVERED in the presence)
of:)

"Redacted")
Witness)
(print name below and sign on line above))

"Redacted")
Address of Witness:)

_____)
_____)

"Andrew Hill"
ANDREW HILL

SCHEDULE "A" **SERVICES**

The Consultant will instruct the Executive to act as the Chief Technology Officer of the Company, providing services customarily associated with the role of a Chief Technology Officer, including:

- developing, implementing, managing and evaluating the Company's technology resources;
- developing policies and procedures;
- examining the short- and long-term needs of the Company;
- making investments using the Company's capital to help the Company reach its objectives; and
- managing the Company's research and development activities.

The Consultant will further provide the following:

- assistance in identifying strategic investment opportunities for the Company;
- advisory services with respect to the Company's business development;
- advisory services with respect to the identification, negotiation and completion of strategic mergers and acquisitions for the Company; and
- such other services as agreed to by the Company and the Consultant in writing from time-to-time.