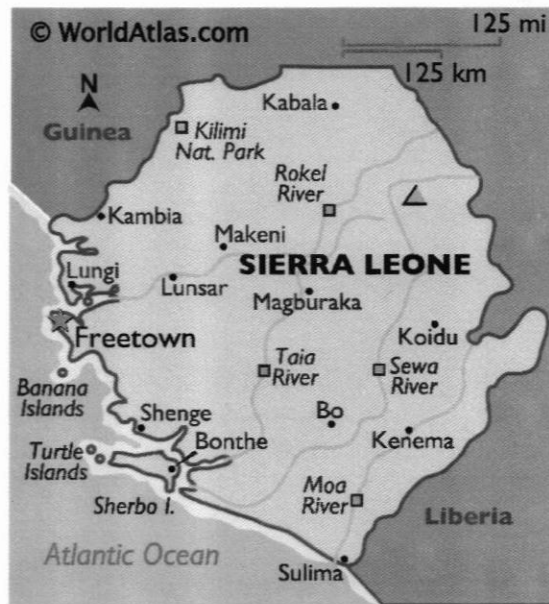


PARTNERSHIP AGREEMENT

BETWEEN
H2CI TECHNOLOGIES AND GOVERNMENT OF SIERRA LEONE

FOR
MODERNIZATION THROUGH EFFICIENT, AUTONOMOUS, LOW-COST SYSTEMS RESPECTING THE
ENVIRONMENT WITHOUT POLLUTION AND EMISSIONS OF GREENHOUSE GAS

OF
INFRASTRUCTURES AT THE LEVEL OF STATIONARY UNITS (BUILDINGS), ENERGY, COMMUNICATIONS,
INTERIOR AND EXTERIOR LIGHTING ALSO PUBLIC LIGHTING, MOBILE UNITS (VEHICLES AND OTHERS),
SAFE DRINKING WATER AND URBAN GREENHOUSES FOR AN ANNUAL PRODUCTION OF FRUIT AND
VEGETABLES



April 2022

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PARTNERSHIP AGREEMENT

BETWEEN

Government of SIERRA LEONE hereinafter represented by its Minister of the Environment;

Hereinafter referred to as: "**SIERRA LEONE**",

FIRSTLY

AND

H2CI Technologies Inc. a legally constituted corporation having its head office at 24 Carré Sicard, Ste-Thérèse, (QC), Canada, J7E 3X6 hereinafter represented by its President, Mr. Jean Claude Tessier.

Hereinafter referred to as: "**H2CI**",

ON THE OTHER HAND,

Collectively referred to as the "**Parties**"

THE FOLLOWING IS HEREBY AGREED:

SIERRA LEONE is a sovereign state in the provision of Public Services and their management and maintenance as well as a developer specializing in the identification needs in SIERRA LEONE to ensure a harmonized development of business including strategies for a country offering all quality services to citizens at a lower cost with a view to economic development leading to the enrichment of Sierra Leoneans.

Given its experience in the said construction sector, SIERRA LEONE recognizes that:

Innovative H2CI technologies offer an invaluable advantage for the application and integration of said technologies in SIERRA LEONE including the local development of new industries, in particular the manufacture of streetlamps, composite materials for buildings, the production of electricity from fuel cells and hydrogen fuel, the transformation of mobile units (vehicles, buses, trucks, trains, etc.) for the optimal use of hydrogen as an alternative fuel, the manufacture of cooking using hydrogen as fuel, etc.

H2CI is a technology and prototyping research and development company, including the application of said technologies and systems ensuring the reduction of (GHG)emissions including (i) obtaining carbon credits (ii) placing in place of a green bond for projects with strong GHG reduction and (iii) as well as the installation of new equipment to improve energy efficiency and self-efficiency using a system renewable energy combined with storage systems using hydrogen as a vector for supplying stationary energy and mobile energy (vehicles).

H2CI significantly promotes the reduction of GHGs through the development of technologies aimed at achieving the following objectives:

- Creation of an ecological road without GHGs.
- Creation of buildings in composite material with a thermally conductive structure to ensure thermal exchanges with the ground, all allowing to eliminate energy consumption for air conditioning of buildings in southern countries and to considerably reduce energy consumption for heating in the Nordic countries.
- Creation of low energy consumption and GHG LED lighting.
- Creation of thermal systems (heating, air conditioning, refrigeration, freezing and deep freezing) with low energy consumption and without GHG.
- Creation of GHG-free energy supply systems.
- Creation of local waste destruction systems by atomization GHG-Free.
- Transformation of vehicles for optimal use of green hydrogen as fuel which is produced locally at low cost without GHGs.

Reinforced by this, the **Parties** commit to the application and integration of H2CI technologies and the development of specific applications in SIERRA LEONE and starting with the implementation of DEMO and PILOT projects, in particular multifunctional streetlights, construction of a display house that is entirely energy-autonomous, conversion of vehicles for the optimal use of green hydrogen gas, a factory to produce green hydrogen at low cost.

Convinced that the establishment of a technical partnership between them will be beneficial to them in the promotion of their respective skills and needs, the **Parties** have come together to negotiate and conclude this Partnership Agreement.

THIS STATED, IT WAS AGREED AND DECIDED AS FOLLOWS:

ARTICLE 1 - PURPOSE OF THE PARTNERSHIP AGREEMENT

This Partnership Agreement pursues the objective of defining the general of cooperation between the **Parties**, with a view to the development of technical applications and technologies to be introduced into specific applications in SIERRA LEONE as well as of innovating in terms of " they contribute to the achievement of objectives of reduction of construction costs, reduction of the energy bill, achievement of residential, commercial and institutional energy autonomy using renewable energy systems combined with storage systems using hydrogen as a vector for supplying stationary and mobile energy as well as improving air quality and reducing GHGs.

ARTICLE 2 - VALUE OF THE PRIOR STATEMENT

The preliminary statement has the same legal value as this Partnership Agreement, of which it is an integral part.

ARTICLE 3 - CONSTITUTIVE DOCUMENT OF THE AGREEMENT

These contractual stipulations constitute the only document currently binding on the **Parties**, they cancel and replace any contract, written, tacit or verbal arrangements which have previously been concluded between them for the same purpose.

ARTICLE 4 - PRINCIPLES OF COLLABORATION

The Parties agree to define below the principles which will govern the contractual relations between the **Parties** during the period of validity of this Partnership Agreement:

- Cooperate in good faith and in a transparent manner in carrying out projects or programs in areas of common interest, whether identified by name or not, each according to its area of expertise.
- Establish and maintain a permanent framework for exchanges, through the establishment of a Scientific and Monitoring Committee (CSS).

Consequently, no joint venture enterprise or de facto enterprise is established between the **Parties**, it being specified that each of them assumes full and entire responsibility for its actions.

ARTICLE 5 – AREAS OF COOPERATION - ACHIEVABLE ACTIVITIES

The **Parties** agree, within the framework of this Framework Agreement, to work jointly on the design, production and installation of new technologies in SIERRA LEONE in the areas defined below:

- Energy (Energy efficiency).
- Energy (Energy self-sufficiency).
- Reduction of greenhouse gas emissions.
- Creation of LED lighting.
- High performance insulation materials (composite materials).
- Energy efficient walls, floors and ceilings.

To this end and within the limits of their respective missions, the **Parties** agree to work towards the achievement of the services listed without limitation below as will be established in each of the specific agreements for each of the future projects.:

- Subsidy request and setting up of funding.
- Pre-feasibility studies.
- Economic feasibility studies.
- Pre-project studies.
- Prototyping and testing.
- Carrying out work.
- Technical control, monitoring and acceptance of works.
- Scientific evaluation, monitoring and audit.
- Assessment, monitoring and audit of greenhouse gas emissions.
- Training.
- Standardization and / or approval allowing National and International sales.
- The realization of projects.
- The establishment of manufacturing plants for technological equipment.

ARTICLE 6 - PROGRAMMING OF ACTIVITIES

The **Parties** agree to carry out a ten-year action plan which will define the activities to be completed so that the activities organized by **SIERRA LEONE** are in harmony with the environment while making it possible to reduce greenhouse gas emissions and improve

technological products used in SIERRA LEONE. The action plan, when approved by the signatories, will form part of this Framework Agreement.

The list of projects that will be established in this way will not be exhaustive and will not, if necessary, prevent the identification of additional projects during the year, if they are approved in writing, by the **Parties**.

A non-exhaustive list of projects identified by the **Parties**, on which their collaboration will focus, is annexed to this Framework Agreement.

ARTICLE 7 - COMMITMENTS OF THE PARTIES

As part of the execution of this Framework Agreement, the **Parties** undertake to each other:

7.1. Common commitments of the Parties.

The **Parties** undertake to each other, as part of their partnership, to:

- Carry out together or separately all actions that may contribute to the proper execution of this Framework Agreement within the limits of their respective areas of competence.
- Establish and maintain a permanent framework for exchange and consultation by setting up a Scientific and Monitoring Committee (CSS), whose members' availability must be guaranteed for meetings (twice a month at a rate of at least at least 3 hours each);
- Keep regularly informed of offers and existing business opportunities on the markets under this Framework Collaboration Agreement.
- Comply with the terms and deadlines set for the actions and work to be undertaken under this Framework Agreement.
- To carry out in good faith their reciprocal commitments under this Framework Agreement.
- Create an official Partnership through a joint venture in which the Parties will each hold 50% of the shares.

7.2. H2CI commitments

As part of its cooperation with **SIERRA LEONE**, H2CI undertakes to:

- Establish and maintain a framework for exchanges and consultation with **SIERRA LEONE**.
- Make its expertise available to **SIERRA LEONE** in the context of the identification and implementation of projects to be carried out under this Partnership Agreement.

- Consent to **SIERRA LEONE** the exclusivity of products, applications and technologies arising from a specific agreement and to be defined with **SIERRA LEONE** within the limits, terms and conditions of this exclusivity.
- Prepare the detailed design as well as the costs of the DEMO Projects in collaboration with **SIERRA LEONE** to be accepted by the **Parties** before signing the **specific agreement**.

7.3. SIERRA LEONE commitments

SIERRA LEONE, for its part, undertakes to set up and maintain a framework for exchanges and consultation with **H2CI**:

- Provide **H2CI** with its expertise in the identification and implementation of projects to be carried out under this Framework Collaboration Agreement.
- As long as they are available, efficient and at a competitive price, use the services of **H2CI** exclusively for the realization of projects, installation and technical support of technology identified or to be identified within the framework of this Framework Agreement.
- Make available to **H2CI** any document, study, plan and information necessary to carry out the mandates assigned to **H2CI**, in application of this Framework Agreement.
- Honor on time its financial commitments to **H2CI** under the execution of this Framework Agreement.
- Honor its marketing plan, promote the projects, products and equipment installed under this Framework Agreement with third Parties, establishments, development institutions and various individuals.
- Upon signing this Framework Agreement, Government of Sierra Leone commits herself to pay in good faith, the symbolic amount of US\$ 50,000 as required by H2CI Technologies. The terms of execution of this clause will be specified, by the two parties after the signature of the Framework Agreement.

ARTICLE 8 - SPECIFIC AGREEMENTS

Each service, supply or commitment of a Party towards the other, in application of this Framework Agreement, will be the subject of a specific agreement or any other legal act specifying the nature, objectives, administrative, legal, financial and technical clauses defining the conditions of performance of the service, as well as the respective obligations and responsibilities of the **Parties**.

In the event of a contradiction between any of the provisions of a specific agreement and those 2 this Framework Agreement, the provisions of the specific agreement shall prevail by express agreement, the Parties agree that the first specific agreements will relate to the preparation, and the installation of present and future H2CI materials and technologies, in a model home, including in particular:

1. Modular structure from composite materials.
2. Indoor and outdoor low voltage LED lighting via solar photovoltaic energy incorporating dimmers at the points of use.
3. Multifunctional low voltage LED streetlamp including WIFI, security camera and screen possibility for information and / or advertising.
4. Green energy generator (solar and / or wind) with green hydrogen fuel for domestic appliances.
5. Combined air conditioning and heating system operating on low voltage and connected to a static geothermal system.
6. Radiant floor system operating at low voltage.
7. Hot and cold-water temperature control system for taps using a single cold-water pipe in the building.
8. Integrated refrigeration and freezing in kitchen cabinets
9. Entrances to the techno-ecological house made from ecological and heated materials.
10. Locally produced green hydrogen gas for cooker and barbecue.
11. Energy self-sufficiency system using renewable energy and hydrogen as an accumulator.
12. Conversion of vehicles to operate on locally produced green hydrogen.
13. Other.

ARTICLE 9 - SCIENTIFIC AND MONITORING COMMITTEE

Within the framework of the execution of this Framework Agreement, the **Parties** agree to set up, with a view to the coordination and monitoring of their activities, a Scientific and Monitoring Committee (CSS) whose composition, as well as the mode of operation are described below.

The **Parties** will each appoint two (02) representatives within the CSS.

The CSS is chaired alternately for a period of one (1) month, as follows:

- **H2CI:** Jean-Claude Tessier.
- **SIERRA LEONE:** To be defined.

The CSS meets at least once (1) per MONTH and as often as necessary for the proper execution of this Framework Agreement and specific agreements. It deliberates validly if two (2) representatives of the CSS are present. Its decisions are taken by a simple majority of the votes cast.

The CSS will mainly assess activities related to:

- To requests for subsidies and the establishment of funding.
- Prototyping and testing.
- Technical control activities, monitoring and acceptance of works.
- Standardization and / or approval work allowing national and international marketing and sales.



- It can invite resource persons to its meetings without, however, jeopardizing confidentiality agreements between the Parties.

ARTICLE 10 – CONFIDENTIALITY

The data, information and documents received by the **Parties**, or communicated by one party to the other, during the studies and work carried out, are of a confidential nature and cannot be brought to the attention of third Parties by a party without committing its contractual and penal liability towards the other party, unless it obtains the express prior written consent of the other party.

The **Parties** undertake to take all the necessary measures towards their staff to ensure that the latter respects the confidentiality of all data, information, documents, prototypes, workshops and places of work. storage referred to above.

ARTICLE 11 - INTELLECTUAL PROPERTY

The **Parties** agree that the results obtained at the end of joint actions for the design and study of projects, or for carrying out projects calling on specialized expertise which may be “high-level technological expertise”, are the common property of both Parties have fully contributed in accordance with the provisions of ratified international agreements applicable to intellectual property.

As such, any technology or method developed by one of the **Parties**, as well as the software owned, when they are made available to one or the other party within the framework of this Partnership Agreement, must, when their transfer, be the subject of an inventory which will mention the origin, destination, quantities, types, species, qualities and purposes of use by the recipient of which each party will receive and keep a copy. However, the intellectual property rights relating to Technologies designed, developed and / or discovered by one of the Parties, alone are and remain the exclusive property of that party. Any modification or improvement relating to the products or to any other element of the Technology developed by one of the Parties, alone is the exclusive property of that party from its creation.

ARTICLE 12 – ADVERTISING

The **Parties** agree to cite each other for reference in their professional relationships. The publications and other reports resulting directly from the activities to be carried out under this Framework Agreement, will be published by the **Parties** together with the mention of their partnership.

ARTICLE 13 - DURATION - DENOCIATION OF THE FRAMEWORK AGREEMENT

This Partnership Agreement is concluded for a period of five years renewable by tacit agreement for a further period of 10 years, which runs from the date of its signature.

However, each of the **Parties** may exercise the right of unilateral termination at any time, subject to keeping the other informed by registered letter with acknowledgment of receipt, six (6) months before the effective date of termination of this Framework Agreement.



ARTICLE 14 - SETTLEMENT OF DISPUTES OR LITIGATIONS

Any disputes or disputes that may arise from the interpretation or application of this Framework Agreement will be settled amicably within a period not exceeding thirty (60) days from the date of notification of the dispute by the diligent part to the other.

After a reasonable period of 60 days, if no amicable solution has been reached, the Parties will have to rely on a legal remedy under the laws in force and serve the proceedings in the judicial district of the Government of Sierra Leone. However, if the disputes continue, the use of International Centre for the settlement of International Disputes (ICISD) would be used.

ARTICLE 15 - AMENDMENTS

“This Agreement may not be modified or amended except in writing signed by the parties hereto.”

ARTICLE 16 - ELECTION OF DOMICILE - NOTIFICATION

The Parties agree to elect domicile at their respective addresses indicated herein. In the event of a change of address, the Parties agree to notify the other party and any stakeholder needing to know of this change within fifteen (15) days preceding the effective date.

The Parties agree that all notifications under this Framework Agreement will be validly made to the said addresses, by registered letter with acknowledgment of receipt.

ARTICLE 17 - ENTRY INTO FORCE

This Partnership Agreement comes into force on the date of signature by the Parties. **H2CI Agrees that Government of Sierra Leone be represented by the Minister of the Environment in the management of the Framework agreement.**

Done in two (2) original copies, in Montreal, February 5, 2022

H2CI Technologies
President

SIERRA LEONE
Minister of the Environment & Climate Change

Jean-Claude Tessier

Professor Foday M. Jaward

ANNEXE

JOINT PROJECTS IDENTIFIED

1.1. An experimental DEMO phase, which will be implemented in the first month following the signing of the framework agreement. The DEMO phase includes:

- ✦ Installation of a mini electric power plant of 250 KW/h
- ✦ The production of two thousand (2000) kg of green hydrogen per day and sixteen thousand (16000) kg of pure and green oxygen of medical level
- ✦ The installation of one hundred (100) multifunctional street lamps
- ✦ 6 thermal engine vehicles to be transformed into electric motor vehicles, powered by the fuel cell
- ✦ Starting the Food Storage Bag Demo program
- ✦ Start of the Demo program on the medical use of Hydrogen
- ✦ Construction of a Model house

1.2. A PILOT Phase comprising:

- ✦ Start of the PILOT hydrogen export project, a few months after the establishment of a COMMERCIAL green hydrogen production plant
- ✦ Establishment of an electricity production plant with a minimum power of 30 MW, and the purchase of this electricity by the National Electricity Distribution Company