TECHNOLOGY COMMERCIALIZATION AND LICENSE AGREEMENT

between ABOUND ENERGY INC. and H2SI POWER INCORPORATED.

Dated as of June 27, 2026

THIS TECHNOLOGY COMMERCIALIZATION AND LICENSE AGREEMENT (this "**Agreement**") is made as of June 27, 2026 (the "**Effective Date**").

BETWEEN:

ABOUND ENERGY INC., a corporation existing under the laws of the Province of British Columbia, having its head office at Unit 109 – 3551 Viking Way, Richmond, British Columbia, V6V 1W1 ("**ABOUND**");

- and -

H2SI POWER INCORPORATED, a corporation existing under the laws of the Province of Alberta, having its registered office at 209, 908 17 AVENUE SW, Calgary, Alberta T2T 0Z3 ("**H2Si**").

ABOUND and H2Si are each referred to as a "Party" and collectively as the "Parties".

RECITALS

A. H2Si owns and controls a proprietary hydrogen generation technology platform that produces hydrogen on demand through the controlled reaction of silicon and water, together with related intellectual property, know-how, technical data, and reactor and system designs, and commercial embodiments, but only as all the foregoing are included in or directly relate to the FCU and not subsequent technological developments created by H2Si as described in Schedule C (collectively, the "**H2Si Technology**").

B. ABOUND is a publicly traded energy solutions company listed on the Canadian Securities Exchange (CSE: ABND) and is engaged in the financing, development, deployment, operation, and commercialization of energy technologies.

C. ABOUND and H2Si entered into a Letter of Intent dated May 1, 2026 (the "**LOI**") setting out the principal terms and conditions under which the Parties would enter into a long-term strategic partnership to commercialize the H2Si Technology.

D. Pursuant to this Agreement, H2Si is granting to ABOUND an exclusive, worldwide licence to use, commercialize, deploy, manufacture, and sublicense the H2Si Technology, and H2Si has agreed that, upon achievement of the Revenue Milestone, all right, title, and interest in and to the H2Si Technology and related Intellectual Property will be transferred and assigned to ABOUND.

E. As part of the transactions contemplated by this Agreement, ABOUND will, upon receipt of CSE Acceptance and all requisite corporate approvals, issue the Consideration Shares to H2Si.

F. In consideration of the rights granted under this Agreement, ABOUND will issue to H2Si Five Million (5,000,000) Common Shares at a deemed price of CAD$0.08 per Common Share, for

an aggregate deemed value of Five Hundred Thousand Canadian Dollars (CAD$500,000), of which Four Million (4,000,000) Common Shares will be held in escrow under the Pooling Agreement pending achievement of FCU Success.

G. Concurrently with this Agreement, the Parties and the Escrow Agent are entering into a Pooling Agreement governing the custody and release of the escrowed Consideration Shares.

IN CONSIDERATION of the foregoing and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement, the following terms have the following meanings:

(a) "**ABCA**" means the *Business Corporations Act* (Alberta).

(b) "**ABOUND Improvements**" means all improvements, modifications, enhancements, derivatives, alternate embodiments, process refinements, scale-up designs, and commercialization improvements that (i) are conceived, developed, or reduced to practice solely by or for ABOUND, its Affiliates, contractors, or employees in each case whether or not derived from, based on, or made through use of the H2Si Technology; or (ii) jointly by ABOUND and H2Si, where derived from, based on, or made through use of the H2Si Technology. For the avoidance of doubt, ABOUND shall solely and exclusively own each ABOUND Improvement, including any developed jointly with H2Si or Robert McKenzie, and no ABOUND Improvement shall be co-owned; provided that ABOUND's ownership of an ABOUND Improvement shall not, by itself, transfer to ABOUND ownership of any pre-existing intellectual property of any third party (including Amerada) that is incorporated into, embodied in, or used in connection with such ABOUND Improvement and that does not form part of the H2Si Technology, and is not incorporated into the FCU or any Unit.

(c) **"Acquired Intellectual Property"** has the meaning given in Section 9.3.

(d) **"Affiliate"** means, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person; and for this purpose "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

(e) "**Amerada**" means Amerada R&D Ltd., a company existing under the laws of Alberta, being the holder of 30 Class "B" Voting Shares of H2Si and the registered and beneficial owner, as of the Effective Date, of the Patents and the other Amerada-Held IP.

(f) "**Amerada-Held IP**" means all Intellectual Property owned, held, controlled, or registered in the name of Amerada that relates to, arises from, supports, enables, or is used in connection with the H2Si Technology or the Acquired Intellectual Property, including the Patents.

(g) "**Amerada-McKenzie Royalty**" means the royalty to be paid by Amerada to Robert McKenzie in exchange for his assignment to Amerada of all Intellectual Property owned, held, controlled, or registered in the name of Amerada that relates to, arises from, supports,

enables, or is used in connection with the H2Si Technology or the Acquired Intellectual Property, including the Patents.

(h) "**Amerada-McKenzie Royalty Termination**" means the termination of the Amerada-McKenzie Royalty by Amerada and Robert McKenzie without any further liabilities as between them and as part of the IP Consolidation.

(i) "**Amerada Shareholders**" means the holders from time to time of shares of Amerada.

(j) "**Board**" means the board of directors of ABOUND.

(k) **"Business Day"** means any day other than a Saturday, Sunday, or statutory holiday in Calgary, Alberta.

(l) **"Closing"** means the closing of the transactions contemplated by this Agreement on the Effective Date.

(m) **"Closing Date"** means the date on which the Consideration Shares are issued to H2Si in accordance with Section 5.5, being the first Business Day after which (a) CSE Acceptance has been obtained, and (b) all other conditions precedent to the issuance of the Consideration Shares set out in Section 5.7 have been satisfied or waived.

(n) "**Common Shares**" means the common shares in the capital of ABOUND.

(o) **"Consideration Shares"** means the 5,000,000 Common Shares to be issued to H2Si pursuant to Article 5 comprising the Initial Release Shares and the Escrowed Shares.

(p) **"CSE"** means the Canadian Securities Exchange or any successor exchange.

(q) **"CSE Acceptance"** means the final acceptance by the CSE of the issuance of the Consideration Shares pursuant to ABOUND's required CSE filings.

(r) **"Cure Period"** has the meaning given in Section 4.2.

(s) **"Deemed Price"** means CAD$0.08 per Consideration Share.

(t) **"Effective Date"** means the date first written above.

(u) **"Environmental Credits"** means all environmental attributes, carbon credits, hydrogen production credits, low-carbon fuel credits, clean fuel regulations credits, tax credits, investment tax credits, hydrogen production tax credits (including under any U.S. Inflation Reduction Act provision or successor program), renewable energy certificates, offset credits, green attributes, and all similar incentives, allowances, certificates, or benefits derived from or generated by the deployment, operation, or use of the H2Si Technology or any Unit.

(v) **"Escrow Agent"** means the Canadian trust company appointed under the Pooling Agreement.

(w) **"Escrowed Shares"** means the 4,000,000 Consideration Shares deposited with the Escrow Agent pursuant to Section 5.5 and held under the Pooling Agreement pending FCU Success.

(x) **"Excluded Territory"** means, for so long as Section 2.4 applies, the People's Republic of China.

(y) **"FCU" or "First Commercial Unit"** means the first Unit deployed under this Agreement and commissioned in accordance with Article 3, or any subsequently developed Units.

(z) **"FCU Specifications"** has the meaning given in Section 3.2.

(aa) **"FCU Success"** has the meaning given in Section 3.3.

(bb) **"Field"** means all applications and fields of use of the H2Si Technology, including without limitation industrial, transportation, fuel, energy, off-grid power, data centre, microgrid, fleet, refining, chemical, fertilizer, marine, rail, truck stop, and stationary and mobile commercial applications.

(cc) "**Formation Defects**" means any defect, irregularity, omission, or non-compliance in the corporate procedures followed in connection with the incorporation and organization of H2Si, the issuance of its shares, and the contribution or transfer of any assets to H2Si on or following its formation.

(dd) "**Fundamental Representations**" means the representations and warranties in Sections 12.1(a) through (d) (incorporation and existence; corporate power and authority; corporate authorizations; and enforceability), and Sections 12.2(a) (title and ownership), 12.2(s) and (t) (capitalization and valid issuance), 12.2(v) (Amerada ownership and the IP Consolidation), 12.2(u) (remediation of Formation Defects), and 12.2(w) and (x) (due authorization; shareholder approvals).

(ee) **"Governmental Authority"** means any federal, provincial, state, municipal, local, or foreign government, regulatory authority, governmental department, agency, commission, board, tribunal, court, securities regulatory authority, or stock exchange (including the CSE) having jurisdiction over the applicable Party or the subject matter.

(ff) **"Gross Hydrogen Sales"** has the meaning given in Section 9.16.

(gg) **"H2Si Improvements"** means all improvements, modifications, enhancements, derivatives, alternate embodiments, process refinements, scale-up designs, and commercialization improvements relating to the H2Si Technology, that are developed solely by or for H2Si or its Affiliates, but excluding any ABOUND Improvement.

(hh) **"H2Si Technology"** has the meaning given in the Recitals.

(ii) **"Initial Release Shares"** means the 1,000,000 Consideration Shares to be delivered to H2Si on the Closing Date pursuant to Section 5.5.

(jj) **"Insolvency Event"** means, in respect of a Party, the occurrence of any of the following: (a) the Party becomes insolvent within the meaning of section 2 of the Bankruptcy and Insolvency Act (Canada), ceases to carry on business, or admits in writing its inability to pay its debts as they become due; (b) the Party makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or is adjudged bankrupt; (c) a receiver, monitor, liquidator, or trustee is appointed over a material part of the Party's assets; or (d) any proceeding is commenced against the Party under any bankruptcy, insolvency, reorganization, or similar law and is not dismissed or stayed within sixty (60) days.

(kk) **"Intellectual Property"** means all patents, patent applications, provisional applications, continuations, continuations-in-part, divisionals, reissues, re-examinations, foreign counterparts, trade secrets, know-how, technical information, formulae, processes, methods, designs, drawings, specifications, software, firmware, algorithms, control logic, copyrights, industrial designs, trademarks, service marks, trade names, domain names, and all other intellectual and industrial property rights of any kind, whether registered or unregistered, statutory or common law, domestic or foreign, together with all rights to

enforce, sue for, and recover damages for past, present, or future infringement of any of the foregoing.

(ll) **"Inventor Royalty"** has the meaning given in Section 9.17.

(mm) "**IP Consolidation**" means the transfer, assignment, conveyance, and delivery by Amerada to H2Si of all right, title, and interest in and to the Amerada-Held IP (including the Patents), free and clear of all liens, security interests, royalties (except the Amerada-McKenzie Royalty as at the Effective Date, but including the Amerada-McKenzie Royalty Termination prior to Closing), licences, encumbrances, and third-party rights.

(nn) **"LOI"** has the meaning given in the Recitals.

(oo) **"Material Default"** has the meaning given in Section 14.2.

(pp) **"Milestone Notice"** has the meaning given in Section 9.9.

(qq) **"Minimum Raise"** has the meaning given in Section 4.1.

(rr) **"NI 45-102"** means National Instrument 45-102 – *Resale of Securities*.

(ss) **"NI 45-106"** means National Instrument 45-106 – *Prospectus Exemptions*.

(tt) "**Patents**" means the patents and patent applications listed in Schedule C, as completed and accepted prior to the Effective Date.

(uu) **"Performance Certificate"** means a certificate substantially in the form of Schedule D, executed jointly by an officer of each Party (or, failing joint execution, determined under Section 3.5), certifying the achievement of FCU Success.

(vv) **"Person"** means an individual, corporation, partnership, limited partnership, joint venture, trust, unincorporated organization, Governmental Authority, or other legal entity.

(ww) **"Pooling Agreement"** means the Pooling and Escrow Agreement among ABOUND, H2Si, and the Escrow Agent dated as of the date of this Agreement.

(xx) "**Required Amerada Approval**" means the approval of the IP Consolidation, the Support and Guarantee Agreement, and the transactions contemplated thereby by the Amerada Shareholders by special resolution to the extent required under the ABCA, including under section 190 of the ABCA if the IP Consolidation constitutes a sale of all or substantially all of the property of Amerada.

(yy) "**Required Shareholder Approval**" means the approval of this Agreement and the transactions contemplated hereby (including the grant of the licence and the conditional assignment and transfer of the H2Si Technology and the Acquired Intellectual Property) by written resolution of the shareholders of H2Si (being Amerada and Robert McKenzie and any other holder of voting shares) in accordance with section 190 of the ABCA.

(zz) **"Resale Restriction Period"** means the four-month-and-one-day statutory hold period applicable under NI 45-102 to the Consideration Shares, beginning on the Closing Date.

(aaa) **"Revenue Milestone"** means the achievement of cumulative Gross Hydrogen Sales equal to or greater than Eighteen Million US Dollars (US$18,000,000).

(bbb) **"Robert McKenzie"** an individual resident in Calgary, Alberta holding 70 Class "A" Voting Shares of H2Si.

(ccc) "**Support and Guarantee Agreement**" means the agreement among ABOUND, H2Si, Amerada and Robert McKenzie dated as of the date of this Agreement.

(ddd) **"Sublicensee"** means any third party to whom ABOUND grants a sublicence of all or any portion of the rights granted under this Agreement.

(eee) **"Target Raise"** has the meaning given in Section 4.1.

(fff) **"Term"** has the meaning given in Section 14.1.

(ggg) **"Territory"** means worldwide, subject to Section 2.4 in respect of the Excluded Territory.

(hhh) **"Transfer Date"** has the meaning given in Section 9.8.

(iii) **"Unit"** means a hydrogen production unit that utilizes the H2Si Technology and is designed for commercial deployment.

1.1 Interpretation

In this Agreement: (a) references to Articles, Sections, Schedules, and Exhibits are references to articles, sections, schedules, and exhibits of this Agreement; (b) headings are for convenience only and do not affect interpretation; (c) words importing the singular include the plural and vice versa; (d) "including" and "includes" are not words of limitation; (e) references to "$" or "dollars" are to Canadian dollars unless otherwise specified; (f) any reference to a statute includes all regulations made under it and any amendment or successor; and (g) the contra proferentem rule of interpretation shall not apply, the Parties acknowledging that this Agreement has been negotiated between sophisticated commercial parties with the benefit of legal advice.

2. GRANT OF LICENSE

2.1 Exclusive Worldwide Licence

Subject to the terms and conditions of this Agreement, H2Si hereby grants to ABOUND an exclusive (even as against H2Si), worldwide, fully sublicensable, transferable (as set out in Section 20.3), royalty-free, fully paid-up licence, during the Term, to:

(a) use, practice, operate, deploy, and otherwise commercialize the H2Si Technology in the Field and the Territory;

(b) make, have made, manufacture, assemble, integrate, modify, improve, and have manufactured Units and any components, subassemblies, or systems incorporating the H2Si Technology;

(c) sell, offer for sale, lease, distribute, import, export, transport, install, commission, and supply Units, hydrogen, and related services and outputs generated from the H2Si Technology;

(d) sublicense any or all of the foregoing rights to Sublicensees (including Affiliates, project companies, joint venture partners, contract manufacturers, financing parties, and customers), subject to Section 2.3;

(e) use, reproduce, modify, prepare derivative works of, and distribute any documentation, manuals, training materials, software, firmware, and other works of authorship relating to the H2Si Technology; and

(f) exercise any and all other rights necessary or useful for the foregoing.

2.2 No Reservation by H2Si

Subject to the terms and conditions of this Agreement, during the Term, H2Si shall not, and shall cause its Affiliates not to, directly or indirectly: (a) practice, operate, deploy, manufacture, license, sublicense, sell, distribute, or otherwise commercialize the H2Si Technology in any part of the Territory other than as a contractor to ABOUND or with ABOUND's prior written consent; (b) grant any rights in or to the H2Si Technology to any third party that conflict with the rights granted to ABOUND under this Agreement; or (c) take any action that would impair, dilute, or circumvent ABOUND's rights under this Agreement.

2.3 Sublicensing

Subject to the terms and conditions of this Agreement, ABOUND may grant sublicences (and authorize further sublicensing on multiple tiers) without H2Si's consent or notice, provided that each sublicence shall be: (a) consistent with the terms of this Agreement; and (b) granted under a written agreement that imposes confidentiality and Intellectual Property protection obligations no less stringent than those in this Agreement. ABOUND shall remain responsible for the performance of its Sublicensees in respect of the licensed rights. For greater certainty, ABOUND shall have no obligation to identify any Sublicensee to H2Si or to report on the scope of any sublicence, except to the extent necessary to verify cumulative Gross Hydrogen Sales for the Revenue Milestone under Article 9.

2.4 Excluded Territory

Notwithstanding Section 2.1, neither Party shall, directly or indirectly, commercialize, license, supply, ship, or otherwise enable the use of the H2Si Technology in the People's Republic of China without the prior written approval of the other Party. Either Party may propose entry into the Excluded Territory by written notice to the other Party, and the Parties shall consider such proposal in good faith. This Section 2.4 shall survive any expansion or contraction of the Field or Territory until the earlier of (i) the Transfer Date and (ii) the date on which the Parties agree otherwise in writing. From and after the Transfer Date, ABOUND may commercialize, license, supply, and otherwise exploit the Acquired Intellectual Property in the Excluded Territory without restriction under this Agreement.

2.5 No Implied Rights

Except for the rights expressly granted in this Agreement, no licence, ownership interest, or other right (whether by implication, estoppel, exhaustion, or otherwise) is granted to either Party in or to any Intellectual Property, technology, or confidential information of the other Party.

3. FIRST COMMERCIAL UNIT AND PERFORMANCE MILESTONES

3.1 FCU Objective

The Parties shall cooperate to design, engineer, construct, commission, and operate the FCU as the initial technical and commercial validation platform for broader deployment of the H2Si Technology.

3.2 FCU Specifications

The FCU shall be designed to achieve the following operating parameters (collectively, the "**FCU Specifications**"):

(a) hydrogen production output of approximately One Thousand Six Hundred kilograms per day (1,600 kg/day), with a permitted tolerance of plus or minus twenty percent (±20%);

(b) continuous, sustained operation under commercial (non-pilot) conditions for a period of at least thirty (30) consecutive days; and

(c) a sustained operating cost of production not exceeding five United States Dollars per kilogram of hydrogen produced (US$5.00/kg), measured on a fully loaded sustained-basis as set out in Schedule B.

3.3 FCU Success

"**FCU Success**" means achievement of all of the FCU Specifications in the same continuous thirty (30) day operating window, as verified in accordance with Schedule B and certified in a Performance Certificate. FCU Success is the trigger for the release of the Escrowed Shares under Section 5.5 and the Pooling Agreement.

3.4 Performance Certificate

Within ten (10) Business Days after ABOUND's reasonable determination that FCU Success has been achieved, ABOUND shall prepare and deliver to H2Si a draft Performance Certificate together with the supporting operational, metering, and cost data described in Schedule B. H2Si shall countersign the Performance Certificate within fifteen (15) Business Days of receipt, or deliver to ABOUND a written objection setting out, in reasonable detail, the basis for such objection.

3.5 Dispute over FCU Success

If H2Si delivers a timely objection under Section 3.4 and the Parties are unable to resolve the dispute within thirty (30) Business Days of the objection, either Party may refer the dispute to an independent professional engineer or independent technical firm mutually acceptable to the Parties, whose determination of whether FCU Success has been achieved shall be final and binding on the Parties (absent manifest error). The cost of the independent expert shall be borne equally by the Parties unless the expert determines otherwise. If the Parties cannot agree on independent professional engineer or independent technical firm for a period of greater than thirty (30) Business Days, then any Party may apply to the Court of King's Bench for the appointment of such expert and any such appointment shall be final and binding upon the Parties.

3.6 Additional Milestones

The additional capital deployment, site selection, commissioning, commercialization, and revenue milestones applicable to the partnership are set out in Schedule B. Failure to achieve any milestone in Schedule B may result in the remedies set out in Article 14, including, where expressly provided, an adjustment of exclusivity in defined territories or fields.

4. CAPITAL COMMITMENT AND USE OF PROCEEDS

4.1 Minimum Raise

(a) ABOUND shall use commercially reasonable efforts to raise gross proceeds of not less than Two Million Canadian Dollars (CAD$2,000,000) (the "**Minimum Raise**") within one hundred eighty (180) days following the Effective Date, with a target gross raise of approximately Three Million United States Dollars (US$3,000,000) (the "**Target Raise**"), in each case subject to market conditions and applicable securities laws and stock exchange policies.

(b) The Minimum Raise and Target Raise shall be net of any success and/or work fees payable to any underwriters and/or investment advisors.

4.2 Cure Period

If the Minimum Raise has not been completed within the period specified in Section 4.1, ABOUND shall have an additional forty-five (45) day cure period in which to complete the Minimum Raise (the "**Cure Period**"). The failure of ABOUND to complete the Minimum Raise on or before the expiry of the Cure Period shall constitute a Material Default by ABOUND for purposes of Article 14.

4.3 Use of Proceeds

Proceeds of any financing raised in connection with the Minimum Raise or the Target Raise shall be applied substantially in accordance with the following allocation, subject to commercially reasonable discretion of the Board:

(a) engineering, construction, and deployment of the FCU;

(b) technical optimization, system validation, and process improvement activities;

(c) initial commercialization, business development, and market expansion;

(d) working capital, staffing, operational ramp-up, and general corporate purposes; and

(e) compliance, regulatory, and continuous disclosure costs.

5. SHARE CONSIDERATION, SUBSCRIPTION, AND ISSUANCE

5.1 Share Consideration

(a) As consideration for the licence granted under Article 2 and the conditional assignment of the Acquired Intellectual Property under Article 9, ABOUND shall issue to H2Si Five Million (5,000,000) Consideration Shares at the Deemed Price of CAD$0.08 per Consideration Share, for an aggregate deemed value of Five Hundred Thousand Canadian Dollars (CAD$500,000).

(b) The Consideration Shares represent the entire share consideration payable to H2Si under this Agreement; no cash consideration is payable by H2Si for the Consideration Shares.

5.2 Issuance and Acceptance

On the Closing Date, ABOUND shall issue the Consideration Shares to H2Si in accordance with Section 5.5, and H2Si shall accept the Consideration Shares, in each case as consideration for the licence granted under Article 2 and the conditional assignment of the Acquired Intellectual Property under Article 9. The Consideration Shares are being issued by ABOUND in reliance on the prospectus exemption set out in section 2.12 of NI 45-106 (or such other prospectus exemption as ABOUND's securities counsel determines is available and appropriate).

5.3 Securities Law Compliance

H2Si represents and warrants to ABOUND, as of the Effective Date, that:

(a) H2Si is not a "U.S. Person" (as defined in Regulation S under the U.S. Securities Act of 1933, as amended), is not acquiring the Consideration Shares for the account or benefit of a U.S. Person, and is not acquiring the Consideration Shares in the United States;

(b) H2Si understands and acknowledges that the Consideration Shares will be subject to the Resale Restriction Period and the additional restrictions imposed by the Pooling Agreement, and that the Consideration Shares may not be sold, transferred, hypothecated, or otherwise disposed of except in accordance with applicable securities laws and the Pooling Agreement;

(c) H2Si consents to the collection, use, and disclosure of personal information about H2Si and its principals for purposes of the issuance, including filings on Form 45-106F1 and other required securities and exchange filings; and

(d) H2Si is not the subject of any enforcement order, prohibition, or sanction by any securities regulatory authority or other Governmental Authority.

5.4 Legends and Hold Period

The direct registration statements or certificates representing the Consideration Shares shall bear, until expiry of the applicable hold periods and (in the case of Escrowed Shares) until released from escrow, legends substantially in the following form:

> UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE [the date that is four months and one day after the Closing Date].
>
> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO ESCROW AND TRANSFER RESTRICTIONS PURSUANT TO A POOLING AND ESCROW AGREEMENT DATED [●], 2026, AS AMENDED FROM TIME TO TIME, A COPY OF WHICH IS AVAILABLE FROM ABOUND.

Upon expiry of the Resale Restriction Period, and subject to compliance with applicable securities laws and the Pooling Agreement, ABOUND shall promptly cooperate with H2Si and direct its transfer agent to remove the hold-period legend from any Consideration Shares then held by, or released to, H2Si.

Upon the release of any Escrowed Shares from escrow in accordance with the Pooling Agreement, ABOUND shall promptly direct its transfer agent to remove the escrow legend from such released Escrowed Shares; provided that the hold-period legend shall remain in place on any such released Escrowed Shares until expiry of the Resale Restriction Period. For greater certainty, the hold-period legend and the escrow legend may be removed at different times, and removal of one shall not affect the application of the other.

5.5 Issuance, Escrow, and Release

On the Closing Date:

(a) ABOUND shall issue and deliver to H2Si the Initial Release Shares (1,000,000 Consideration Shares, being twenty percent (20%)) by direct registration statement or share certificate, bearing the legends required under Section 5.4; and

(b) ABOUND shall issue and deposit with the Escrow Agent the Escrowed Shares (4,000,000 Consideration Shares, being eighty percent (80%)), registered in the name of H2Si and bearing the legends required under Section 5.4, to be held and released in accordance with the Pooling Agreement.

The Escrowed Shares shall be released from escrow to H2Si upon delivery to the Escrow Agent of an executed Release Notice in the form prescribed by the Pooling Agreement, accompanied by the duly executed Performance Certificate or, in the case of dispute, the determination of the independent expert under Section 3.5. In addition to the foregoing, the Escrowed Shares shall not be released, in whole or in part, unless each of the following conditions has also been satisfied without reference to any technical changes to the FCU as may be agreed by the Parties from time to time: (i) FCU Success shall have been achieved and certified, comprising hydrogen production of approximately 1,600

kg/day (±20%), continuous sustained operation for at least thirty (30) consecutive days, and a sustained operating cost not exceeding US$5.00/kg, in each case as set out in Section 2.2 and Schedule B; and (ii) the aggregate construction and development cost of the FCU overrun, shall not exceeded CAD$400,000, (for a combined total FCU cost of CAD$2,400,000), as certified by an officer of ABOUND and supported by the cost data described in Schedule B.

5.6 Voting and Dividends of Escrowed Shares

Notwithstanding that legal and beneficial title to the Escrowed Shares is held by H2Si, for so long as any Escrowed Shares remain subject to escrow under this Agreement and the Pooling Agreement, H2Si covenants and agrees that it shall exercise all voting rights attached to the Escrowed Shares only in accordance with the written instructions or directions of the Board or such officer of ABOUND as the Board may designate from time to time.

H2Si shall:

(a) vote, consent, or refrain from voting the Escrowed Shares strictly in accordance with any such direction;

(b) execute and deliver any proxies, written consents, or other instruments reasonably required to give effect to the foregoing; and

(c) not grant any proxy, voting power, or other voting authority in respect of the Escrowed Shares to any Person other than ABOUND or its designee in accordance with this Section 5.6.

H2Si hereby irrevocably appoints the Chief Executive Officer of ABOUND (or such other officer as the Board may designate from time to time), as its true and lawful proxy and attorney-in-fact, coupled with an interest, to attend, act, sign written consents, and vote the Escrowed Shares in accordance with the Board's direction in the event that H2Si (i) fails to vote, consent, or refrain from voting in accordance with the Board's direction, (ii) fails to deliver a proxy or written consent as required under this Section 5.6 within five (5) Business Days of being requested to do so, or (iii) is otherwise unable or unwilling to act on the Board's direction. The Parties acknowledge that this proxy is granted in consideration of, and to secure performance of, the escrow arrangements under this Agreement and the Pooling Agreement, and is intended to be enforceable as a voting trust agreement under section 154 of the *Business Corporations Act* (British Columbia) and equivalent provisions of applicable law.

For greater certainty, the restrictions in this Section 5.6 apply only to the Escrowed Shares and shall terminate automatically with respect to any Escrowed Shares immediately upon (i) their release from escrow in accordance with the Pooling Agreement, or (ii) their cancellation pursuant to Section 5.9 and the Pooling Agreement, and from and after such release or cancellation H2Si shall have unrestricted voting rights in respect of any released Escrowed Shares (subject to applicable securities laws and ABOUND's insider trading and blackout policies).

During the period in which Escrowed Shares are held in escrow, H2Si shall be entitled to receive any cash dividends paid in respect of the Escrowed Shares. Any dividend or distribution paid in shares, securities, or non-cash property shall be deposited with the Escrow Agent and held subject to release or cancellation on the same terms (including the voting trust under this Section 5.6) as the underlying Escrowed Shares.

5.7 CSE Acceptance and Closing Conditions

The issuance of the Consideration Shares is subject to the satisfaction (or waiver by ABOUND in its sole discretion, other than CSE Acceptance, the Required Shareholder Approval, the Required

Amerada Approval, or Governmental Authority approvals which cannot be waived) of the following conditions:

(a) CSE Acceptance;

(b) receipt of all required Board approvals;

(c) no order or restraint of any Governmental Authority preventing the issuance being in effect;

(d) the representations and warranties of H2Si in Article 12 being true and correct in all material respects (and, in the case of the Fundamental Representations, in all respects) as of the Closing Date as if made on and as of the Closing Date (except for representations made as of a specific date, which shall be true and correct as of such date), and H2Si having delivered to ABOUND a certificate of an officer of H2Si confirming the same;

(e) the Required Shareholder Approval shall have been obtained, and H2Si shall have delivered to ABOUND certified copies of the resolution of the shareholders of H2Si entitled to vote thereon (comprised of Amerada and Robert McKenzie and any other holder of voting shares) constituting the Required Shareholder Approval;

(f) the Required Amerada Approval shall have been obtained, and H2Si shall have caused Amerada to deliver to ABOUND certified copies of the resolutions of the shareholders of Amerada constituting the Required Amerada Approval;

(g) the IP Consolidation shall have been completed, such that H2Si is the sole legal and beneficial owner of, and registered owner of record of, the Amerada-Held IP (including the Patents) free and clear of all encumbrances, and ABOUND shall have received evidence reasonably satisfactory to it of the execution and submission for recordation of the assignments effecting the IP Consolidation;

(h) H2Si shall have delivered to ABOUND a complete and accurate Schedule C listing all Patents, in form accepted by ABOUND;

(i) the Formation Defects, if existing, shall have been fully remedied and ratified by all necessary corporate action, and ABOUND shall have received the certified resolutions, rectified registers, a current certificate of status for H2Si under the ABCA, and a certificate of an officer of H2Si certifying that H2Si is duly incorporated and validly existing, that its issued shares are validly issued, fully paid, and non-assessable, and that no Formation Defects remain outstanding;

(j) the Support and Guarantee Agreement shall have been executed and delivered by Amerada and Robert McKenzie and shall be in full force and effect; and

(k) ABOUND shall have received, in form and substance reasonably satisfactory to ABOUND: (i) executed copies of all assignments and instruments comprising the chain of title to the Patents and the other Amerada-Held IP, from each inventor and prior owner to Amerada, and from Amerada to H2Si pursuant to the IP Consolidation; (ii) current extracts or search results from each applicable patent office confirming that H2Si is the registered owner of record of the Patents and that the Patents are subsisting and in good standing with all maintenance and renewal fees paid; (iii) results of intellectual-property, PPSA, and equivalent lien searches against Amerada and H2Si confirming the Patents are free of any security interest, lien, or adverse claim except as disclosed in Schedule E; and (iv) a certificate of an officer of H2Si certifying as to the foregoing.

ABOUND shall use commercially reasonable efforts to obtain CSE Acceptance as promptly as practicable following the Effective Date. ABOUND shall, at its expense, prepare and file (or cause to be prepared and filed) all reports of exempt distribution, news releases, material change reports, CSE filings, and other documents required in connection with the issuance, within the prescribed timeframes. H2Si shall use commercially reasonable efforts to cooperate with ABOUND in good faith and shall promptly provide all information and execute all documents reasonably requested by ABOUND in connection with the foregoing.

5.8 Shareholder Approvals and Support.

As promptly as practicable, and in any event within twenty (20) Business Days after the Effective Date, H2Si shall obtain, and shall cause the holders of all voting shares of H2Si (comprising Robert McKenzie and Amerada and any other holder of voting shares) Robert McKenzie to provide, the Required Shareholder Approval to ABOUND, and shall cause Amerada to obtain and provide the Required Amerada Approval. The Required Shareholder Approval and the Required Amerada Approval shall each be obtained in accordance with applicable law and the applicable constating documents, including proper notice and disclosure to shareholders of (i) the interest and conflict of Robert McKenzie, (ii) the valuation of the Amerada-Held IP, (iii) the contingent transfer of the Acquired Intellectual Property to ABOUND, and (iv) the Inventor Royalty. Concurrently with the execution of this Agreement, H2Si shall cause Amerada and Robert McKenzie to execute and deliver the Support and Guarantee Agreement. For greater certainty, the Required Shareholder Approval requires the approval of all holders of voting shares of H2Si and is not satisfied by the approval of Amerada alone.

5.9 Cancellation on Material Default

If a Material Default occurs and the Parties exercise rights under Article 14 that results in cancellation of the Escrowed Shares, the Escrowed Shares shall, subject to the Pooling Agreement, be returned to ABOUND's treasury, cancelled, and shall have no further force or effect.

5.10 Outside Closing Date

If the Closing Date has not occurred on or before the date that is one hundred eighty (180) days following Effective Date (the "**Outside Date**"), either Party may terminate this Agreement by written notice to the other Party, in which case this Agreement shall be of no further force or effect except for the provisions that by their nature survive termination (including confidentiality, non-circumvention, and governing law), and no Party shall have any liability to any other Party except for breaches occurring prior to such termination. The Outside Date may be extended by written agreement of the Parties.

5.11 No Other Consideration

Except for the Consideration Shares and the consideration described in this Agreement and the Pooling Agreement, no royalty, licence fee, milestone payment, success fee, or other consideration shall be payable by ABOUND to H2Si in respect of the licence granted under this Agreement or the conditional assignment under Article 9, except for the Inventor Royalty payable solely in the circumstances and to the Person identified in Section 9.17.

5.12 GST/HST on Share Consideration

The Deemed Price and the aggregate deemed value of the Consideration Shares are exclusive of any goods and services tax, harmonized sales tax, or similar value-added tax payable under the Excise Tax Act (Canada) or any successor or replacement legislation (collectively, "**GST/HST**"). The Parties

acknowledge that the grant of the licence under Article 2 and the conditional assignment of the Acquired Intellectual Property under Article 9 constitute a taxable supply by H2Si to ABOUND under the Excise Tax Act (Canada), and that the fair market value of the consideration for such supply, for purposes of subsection 153(1) of the Excise Tax Act (Canada), is the fair market value of the Consideration Shares on the Effective Date (determined by reference to the trading price of Common Shares on the CSE, and not the Deemed Price).

5.13 H2Si Registration and Remittance

H2Si represents and warrants that, as of the Effective Date, H2Si is (or will become, prior to Closing) registered for GST/HST purposes under Part IX of the Excise Tax Act (Canada). H2Si shall, on or before Closing, deliver to ABOUND a tax invoice in the form required by subsection 169(4) of the Excise Tax Act (Canada), and shall be responsible for the timely collection, reporting, and remittance to the Canada Revenue Agency of all GST/HST payable in respect of the supply. ABOUND shall pay to H2Si, concurrently with Closing or upon receipt of a compliant tax invoice, the amount of any GST/HST so payable, in addition to the share consideration delivered under Section 5.1, and shall be entitled to claim input tax credits in respect of such tax to the maximum extent permitted by applicable law.

5.14 Section 167 Election

If, in the reasonable opinion of ABOUND's tax counsel, the supply of the Acquired Intellectual Property and related rights under this Agreement qualifies for the election under subsection 167(1) of the Excise Tax Act (Canada) and equivalent provincial legislation, the Parties shall jointly execute and file an election in prescribed form (including Form GST44) within the time required under subsection 167(1.1) of the Excise Tax Act (Canada), and no GST/HST shall be collected or remitted on the supplies covered by such election. H2Si shall cooperate in good faith with ABOUND to effect the election and shall provide all information reasonably required by ABOUND for the preparation and filing of the election. The Parties acknowledge that the availability of the election is a matter of tax law on which they may rely on the advice of their respective tax advisors; nothing in this Section 5.14 limits H2Si's obligations under Section 5.13 if the election is determined not to apply.

5.15 Provincial Sales Tax

H2Si represents and warrants that no provincial sales tax, retail sales tax, or similar provincial transactional tax (including under the *Provincial Sales Tax Act* (British Columbia) or any other provincial legislation) is payable in respect of the supply of the licence, the Acquired Intellectual Property, or any other supplies made under this Agreement. If, notwithstanding such representation, any such provincial tax is assessed against ABOUND, H2Si shall indemnify and reimburse ABOUND under Section 5.16.

5.16 Tax Indemnity

H2Si shall indemnify, defend, and hold harmless the ABOUND Indemnitees from and against any GST/HST, provincial sales tax, withholding tax, interest, penalty, audit cost, professional fee, or other amount assessed against, claimed from, or incurred by any ABOUND Indemnitee arising out of or relating to:

(a) H2Si's failure to register, collect, document, invoice, remit, or report any tax in respect of the supplies made under this Agreement, subject to ABOUND’s performance of its obligations under Section 5.12;

(b) any inaccuracy or breach of the representations in Sections 5.13 or 5.15 , subject to ABOUND’s performance of its obligations under Section 5.12; or

(c) the unavailability or denial of any input tax credit claim by ABOUND that would have been available but for an act, omission, or default of H2Si in circumstances were the applicable laws for such input tax credits has not been changed or replaced.

The tax indemnity in this Section 5.16 is in addition to, and not in limitation of, the indemnification obligations in Article 13 and the offset rights in Section 9.18 .

5.17 H2Si Control Person and Reporting Acknowledgments

H2Si acknowledges that, upon issuance of the Consideration Shares, H2Si will hold approximately 22.3% of ABOUND's outstanding Common Shares (subject to adjustment based on ABOUND's actual issued and outstanding Common Shares on the Closing Date), which exceeds the twenty percent (20%) threshold under Canadian securities legislation. H2Si acknowledges and agrees that:

(a) H2Si will be a "control person" of ABOUND under applicable securities legislation and the policies of the CSE;

(b) H2Si will be an "insider" of ABOUND under National Instrument 55-104 and applicable provincial securities legislation, and will be subject to insider reporting obligations on the System for Electronic Disclosure by Insiders;

(c) H2Si will be required to file an Early Warning Report under National Instrument 62-103 within the prescribed time after the Closing Date, together with a related news release, and to update such report in accordance with NI 62-103 as H2Si's holdings or intentions change from time to time;

(d) H2Si's dispositions of Common Shares will be subject to the control person resale restrictions in National Instrument 45-102, in addition to the Resale Restriction Period and the restrictions imposed by the Pooling Agreement; and

(e) H2Si shall cooperate with ABOUND, at H2Si's expense in respect of H2Si's own filings, to comply with all such reporting and disclosure obligations and to provide ABOUND with such information as ABOUND may reasonably require to comply with its own continuous disclosure and CSE filing obligations in respect of H2Si's shareholding.

5.18 Participation Right.

(a) Until the FCU Success is achieved, if ABOUND proposes to issue any Common Shares, or any securities convertible into, exchangeable for, or carrying the right to acquire Common Shares ("**New Shares**") (other than an Excluded Issuance), ABOUND shall give H2Si written notice (an "**Issuance Notice**") setting out the number of New Shares, the price, and the material terms.

(b) Within ten (10) Business Days after the Issuance Notice, H2Si may elect by written notice to subscribe for up to its Pro Rata Share of the New Shares at the same price and on the same terms, by payment of the subscription price in cash. "**Pro Rata Share**" means the ratio that the Common Shares then held by H2Si bears to the total Common Shares issued and outstanding immediately before the issuance.

(c) If H2Si does not elect within the period, or elects for less than its Pro Rata Share, ABOUND may issue the balance to other subscribers, at a price and on terms no more favourable than those in the Issuance Notice, within ninety (90) days.

(d) "**Excluded Issuance**" means securities issued (i) under the Minimum Raise or Target Raise, including any debt for Common Shares issuances to principals and insiders in connection

with those closings; (ii) under any equity incentive, option, or compensation plan approved by the Board or the shareholders of ABOUND ; (iii) on conversion or exercise of previously issued convertible securities; (iv) as consideration in a bona fide arm's-length acquisition, merger, or strategic transaction; or (v) pursuant to this Agreement.

(e) This Section is subject to CSE acceptance and applicable securities laws, and H2Si's participation shall be effected only under a prospectus exemption available to H2Si.

(f) The participation right in this Section 5.18 terminates upon the achievement of FCU Success.

6. MANUFACTURING, SUPPLY, AND TECHNOLOGY TRANSFER

6.1 H2Si Initial Manufacturing Role

Prior to the achievement of FCU Success, H2Si shall lead manufacturing, system integration, supply of long-lead-time components, and commissioning of the FCU and other Units, working in coordination with ABOUND. H2Si shall manufacture Units on commercially reasonable terms, pricing, and timelines, and shall provide a fixed-price quote and delivery schedule for the FCU within thirty (30) days after the Effective Date.

6.2 ABOUND Input

ABOUND shall have the right to provide recommendations regarding Unit design, performance, scalability, cost optimization, supplier selection, and quality. H2Si shall consider all such recommendations in good faith and shall not unreasonably withhold, delay, or condition their adoption.

6.3 ABOUND Manufacturing Right

ABOUND shall be entitled, upon written notice to H2Si, to manufacture or have manufactured Units itself, through its Affiliates, or through contract manufacturers selected by ABOUND, in each case subject to confidentiality and Intellectual Property protections substantially equivalent to those set out in this Agreement, upon the occurrence of any of the following:

(a) Following the delivery of the FCU, H2Si's manufacturer confirms in writing, or by its acts or omissions makes it reasonably evident, it is unable or unwilling to manufacture or have manufactured Units in quantities, on timelines, or at prices consistent with commercially reasonable industry standards and ABOUND's deployment plans at the time of the Effective Date (as then provided in writing to H2Si);

(b) H2Si fails to deliver the FCU on the schedule agreed under Section 6.1;

(c) H2Si experiences an Insolvency Event;

(d) H2Si commits any uncured Material Default under this Agreement;

(e) any Unit manufactured by H2Si fails to meet commercially reasonable quality, performance, safety, or specification standards, or is the subject of any product recall or material warranty claim; or

(f) at any time on or after the achievement of FCU Success, upon ABOUND's election in its sole discretion.

6.4 Transition of Manufacturing

Following the earlier of FCU Success and any event under Section 6.3, ABOUND shall have the right, exercisable on written notice to H2Si, to require the transition of all manufacturing capability, system

integration, operational know-how, supplier relationships, technical documentation, and other resources reasonably necessary for the design, fabrication, deployment, commissioning, and operation of Units to ABOUND, its Affiliates, or its designated contract manufacturers; subject in all events to Article 14. The transition shall proceed in accordance with a transition plan prepared by ABOUND, acting reasonably, and delivered to H2Si within ninety (90) days after the date of ABOUND's notice. H2Si shall cooperate in good faith with the transition and shall execute all documents, deliver all materials, and take all actions reasonably required by ABOUND to give effect to it. H2Si shall provide technical assistance to support the transition for a period of twelve (12) months following the date of the transition notice without additional charge other than reimbursement of documented out-of-pocket expenses.

6.5 Technical Support

H2Si shall provide commercially reasonable technical support, troubleshooting assistance, maintenance guidance, and operational assistance for deployed Units, at no additional cost during the first twelve (12) months following commissioning of each Unit. Thereafter, support shall be available on commercially reasonable terms to be agreed.

7. COMMERCIALIZATION OBLIGATIONS

7.1 ABOUND Lead Role

ABOUND shall lead the commercialization, project development, sales, marketing, and deployment of the H2Si Technology and shall commit such time, effort, technical and commercial expertise, and financial resources as are commercially reasonable to achieve commercial scale, subject to the milestones set out in Schedule B.

7.2 Offtake and Supply Arrangements

ABOUND may from time to time enter into hydrogen offtake, project supply, equipment supply, and service agreements on mutually agreed terms. Pricing under such agreements shall be commercially reasonable and consistent with prevailing market conditions in the relevant geography and end-use market. No minimum purchase obligations shall be imposed on ABOUND unless expressly agreed in a separate written agreement signed by both Parties.

7.3 Non-Circumvention

Each Party covenants that it shall not, directly or indirectly, circumvent, bypass, or undermine the commercial structure established under this Agreement. Without limitation, H2Si shall not solicit ABOUND's customers, project counterparties, suppliers, or financing sources in respect of the H2Si Technology, and ABOUND shall not solicit H2Si's contractors, inventors, suppliers, or consultants, in each case other than as expressly permitted under this Agreement.

8. GOVERNANCE

8.1 Board Representation

H2Si shall have a one-time right to nominate one (1) member of the Board (or, at H2Si's election, a Board observer), and ABOUND shall appoint such nominee to the Board (or as a Board observer) effective on the Closing Date. Following FCU Success, H2Si shall have a one-time right to nominate one (1) additional Board member or Board observer, and ABOUND shall include such nominee in management's slate of nominees at the next annual general meeting of shareholders held following FCU Success, recommend the nominee for election in its management information circular, and

solicit proxies in favour of, and cause all proxies granting discretionary authority to management to be voted in favour of, the nominee's election. Any nominee must:

(a) submit a Canadian Securities Exchange Form 4F (Personal Information Form) and be acceptable to the CSE;

(b) satisfy all applicable regulatory, securities law, and governance requirements;

(c) comply with ABOUND's codes of conduct, insider trading policy, board confidentiality policy, and disclosure policy as in effect from time to time; and

(d) execute customary directors' or observers' confidentiality and conflicts undertakings.

8.2 No Control Change

The Parties acknowledge that H2Si's Board representation rights and shareholdings under this Agreement shall not result in H2Si or its Affiliates obtaining control of ABOUND or being deemed to act jointly or in concert with any other shareholder for purposes of applicable securities laws.

8.3 Management

ABOUND shall retain full authority over executive management of ABOUND, including the appointment of the Chief Executive Officer, Chief Financial Officer, and other officers; provided that H2Si shall have a one-time right to appoint an officer, other than the Chief Executive Officer, Chief Financial Officer. ABOUND's management shall lead the day-to-day affairs of ABOUND, subject to oversight of its Board.

8.4 Joint Technical and Commercialization Committee

Within thirty (30) days after the Effective Date, the Parties shall establish a joint technical and commercialization committee (the "**JTCC**") composed of two (2) representatives appointed by each Party. The JTCC shall meet at least quarterly (in person or remotely) as a forum for the exchange of technical information, deployment planning input, and commercialization coordination. The JTCC is advisory in nature: it shall not have authority to bind either Party, to amend this Agreement, or to direct either Party's activities. Final decisions on all matters within the scope of this Agreement, including FCU design and deployment, manufacturing strategy, supplier selection, commercialization, and project execution, rest with ABOUND, acting after good-faith consideration of input from H2Si's JTCC representatives. Nothing in this Section 8.4 shall be construed to limit ABOUND's rights or discretion under any other provision of this Agreement except in relation to Article 14.

9. CONDITIONAL TRANSFER OF INTELLECTUAL PROPERTY

9.1 Interim Ownership

Until the Revenue Milestone is achieved, H2Si shall retain legal ownership of the H2Si Technology and all related Intellectual Property, subject to the licence and other rights granted to ABOUND under this Agreement.

9.2 Ownership of Improvements.

(a) ABOUND shall own all right, title, and interest in and to all ABOUND Improvements, effective upon their creation, notwithstanding that an ABOUND Improvement may be conceived or developed using, or may be derived from or based on, the H2Si Technology licensed under Article 2. H2Si hereby assigns, and shall cause its Affiliates, employees, and contractors to assign, to ABOUND all right, title, and interest they may have or acquire in any ABOUND

Improvement, and shall execute such further assignments and documents as ABOUND may reasonably request to perfect or evidence such ownership.

(b) For certainty, ABOUND Improvements are owned by ABOUND from creation and do not form part of the Acquired Intellectual Property transferring on the Transfer Date; H2Si Improvements form part of the Acquired Intellectual Property, are licensed to ABOUND during the Term under Article 2, and are assigned to ABOUND on the Transfer Date.

(c) Nothing in this Section grants H2Si any right in any ABOUND Improvement.

9.3 Acquired Intellectual Property

"**Acquired Intellectual Property**" means all Intellectual Property, proprietary rights, technology rights, know-how, technical information, and commercial rights owned, controlled, developed, licensed, created, conceived, reduced to practice, improved, modified, derived, or otherwise held by H2Si, directly or indirectly, that relate to, arise from, support, enable, or are used in connection with the **H2Si Technology**, including all of the following:

(a) all patents, patent applications, provisional applications, continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, renewals, foreign counterparts, and all rights to file, prosecute, maintain, enforce, or claim priority from any of the foregoing;

(b) all inventions, discoveries, methods, processes, systems, equipment designs, reactor designs, vessel designs, control systems, system configurations, process controls, operating procedures, test data, engineering packages, drawings, specifications, bills of material, fabrication details, software, firmware, algorithms, automation logic, monitoring protocols, safety protocols, and operating parameters;

(c) all trade secrets, proprietary information, formulae, technical data, laboratory data, validation data, manufacturing data, testing records, supplier information, source-material specifications, and vendor qualifications;

(d) all production and preparation methods, particle size and morphology specifications, surface treatment methods, reactivity parameters, handling methods, storage protocols, activation methods, passivation methods, feedstock specifications, and quality control procedures;

(e) all H2Si Improvements;

(f) all Abound Improvements;

(g) Any of the following, but solely as included in the FCU upon achieving FCU Success: silicon nanoparticle technology, production and preparation methods, particle size and morphology specifications, surface treatment methods, reactivity parameters, handling methods, storage protocols, activation methods, passivation methods, feedstock specifications, and quality control procedures;

(h) all rights in technical documentation, manuals, training materials, installation materials, commissioning materials, operating manuals, maintenance manuals, quality systems, standard operating procedures, and safety documentation;

(i) all copyrights, industrial designs, design rights, database rights, mask work rights, moral rights to the extent assignable, and other rights of authorship or technical expression;

(j) all trademarks, trade names, logos, domain names, product names, platform names, branding, goodwill, and market identifiers used specifically in connection with the H2Si

Technology, but excluding general corporate names or marks of H2Si unless expressly listed in Schedule C;

(k) all rights to sue for, recover, and retain damages, profits, royalties, or other remedies for past, present, or future infringement, misappropriation, misuse, or unauthorized use of the foregoing; and

(l) all other Intellectual Property and proprietary rights of any kind, whether registered or unregistered, statutory or common law, domestic or foreign, relating to the H2Si Technology;

but for clarity excluding manufactured nanoparticle technology (including H2Si improvements) that is not utilized in the FCU.

9.4 Agreement to Sell and Assign

Subject to achievement of the Revenue Milestone, H2Si irrevocably agrees to sell, assign, transfer, convey, and deliver to ABOUND all right, title, and interest in and to the Acquired Intellectual Property, free and clear of all liens, claims, encumbrances, royalties, restrictions, licences, security interests, adverse ownership claims, and third-party rights, other than those expressly approved in writing by ABOUND.

9.5 Acceleration on Defence Default.

(a) If a Defence Default (as defined in Section 13.5) occurs and is not cured or otherwise defended by H2Si within fifteen (15) days after ABOUND's written notice of it, ABOUND may, by written notice to H2Si, deem the Revenue Milestone to have been achieved, without regard to the amount of any Losses. H2Si's refusal or failure to defend is itself the trigger, and ABOUND need not quantify or await any judgment, award, or settlement.

(b) If ABOUND pays, bears, or is required to indemnify or satisfy any Loss arising from an Infringement Claim (whether or not H2Si defended it), the Revenue Milestone shall be deemed to have been achieved, and the provisions of Section 9.5(c) and (d) shall apply.

(c) Upon ABOUND deeming the Revenue Milestone achieved under this Section 9.5, H2Si's obligation to transfer and assign the Acquired Intellectual Property under this Article 9 shall become immediate, absolute, irrevocable, and unconditional; the Transfer Date shall be the date of ABOUND's notice; and the power of attorney under the Power of Attorney provision of this Article 9 shall take effect. This remedy is in addition to, and not in substitution for, H2Si's indemnification and defence obligations under Article 13 and ABOUND's other remedies at law or in equity.

(d) For certainty, deeming the Revenue Milestone achieved under this Section 9.5 accelerates only the transfer of the Acquired Intellectual Property and shall not accelerate the release of the Escrowed Shares, which remain subject to FCU Success.

9.6 Automatic and Unconditional Obligation on Revenue Milestone

Upon achievement of the Revenue Milestone, H2Si’s obligation to transfer the Acquired Intellectual Property shall become unconditional, irrevocable, and specifically enforceable. No further consent, approval, Board authorization, shareholder approval, or discretionary act of H2Si shall be required, except for the execution and delivery of documents necessary to evidence and perfect the assignment, which H2Si covenants to provide promptly upon request and any approvals required of a governmental authority under applicable law. For greater certainty, no offset, deduction, or indemnification claim of either Party (including under Section 13.7) shall entitle either Party to delay,

refuse, or condition the transfer of the Acquired Intellectual Property upon achievement of the Revenue Milestone; offset and deduction rights are exercised exclusively against future proceeds under Section 9.18.

9.7 Scope and Form of Transfer

The transfer shall include worldwide, perpetual, irrevocable, exclusive, royalty-free, fully paid-up ownership of the Acquired Intellectual Property, including the right to make, have made, use, sell, offer for sale, import, export, license, sublicense, commercialize, deploy, modify, improve, enforce, defend, assign, transfer, and otherwise exploit the Acquired Intellectual Property in any territory and for any application. The transfer shall be effected by execution of an assignment substantially in the form of Schedule F, together with such additional patent assignments, trademark assignments, copyright assignments, domain transfers, and other documents as ABOUND may reasonably require to evidence and perfect the assignment.

9.8 Transfer Date

"**Transfer Date**" means the date on which ABOUND confirms in writing that the Revenue Milestone has been achieved, subject to the verification procedure set out in Sections 9.9 to 9.11.

9.9 Milestone Notice

When ABOUND determines that cumulative Gross Hydrogen Sales have reached or exceeded the Revenue Milestone, ABOUND shall provide written notice to H2Si identifying the date of achievement and summarizing the calculation (the "**Milestone Notice**"). ABOUND shall maintain commercially reasonable records sufficient to determine whether the Revenue Milestone has been achieved; such records may include customer invoices, hydrogen sales reports, project company revenue summaries, sublicensee reports, audited financial statements, public filings, and other ordinary-course commercial records, and ABOUND shall not be required to create a separate private reporting system where the relevant financial information is already reported or reasonably verifiable through such records.

9.10 Review Period

H2Si shall have fifteen (15) Business Days after receipt of the Milestone Notice to review the calculation and any underlying source documentation in ABOUND's possession relating to that calculation. If H2Si does not deliver a written objection within that period, the Revenue Milestone shall be deemed confirmed. Any objection must be made in good faith and must identify the specific amounts or calculations disputed.

9.11 Objection Procedure

The Parties shall work in good faith for fifteen (15) Business Days to resolve any objection to a Milestone Notice. If the Parties do not resolve the objection within that period, either Party may refer the issue to an independent accounting firm mutually acceptable to the Parties, whose determination shall be final and binding absent manifest error. If the accounting firm determines that the Revenue Milestone has been achieved, the Transfer Date shall be deemed to have occurred on the date identified in the Milestone Notice unless the accounting firm determines a different achievement date. If the Parties cannot agree on an independent accounting firm for a period of greater than fifteen (15) Business Days, then any Party may apply to the Court of King's Bench for the appointment of such firm and any such appointment shall be final and binding upon the Parties.

9.12 Transfer Documents and Delivery Obligations

Within five (5) Business Days after the Transfer Date, H2Si shall execute and deliver all assignments, bills of sale, patent assignments, invention assignments, trademark assignments, copyright assignments, domain transfer documents, trade secret transfer confirmations, data room access confirmations, officer certificates, consents, and other documents reasonably required by ABOUND to evidence, perfect, register, or enforce ABOUND's ownership of the Acquired Intellectual Property. H2Si shall also deliver to ABOUND all tangible and electronic materials relating to the Acquired Intellectual Property, including laboratory notebooks, digital files, source files, drawings, CAD files, specifications, process diagrams, reactor designs, control logic, software, formulae, nanoparticle specifications, testing and validation data, supplier lists, technical reports, manuals, manufacturing records, equipment lists, bills of material, operating procedures, and commercialization materials. For a period of twelve (12) months after the Transfer Date, H2Si shall provide reasonable access to relevant technical personnel, inventors, consultants, and contractors to support an orderly transfer to ABOUND.

9.13 Preservation of Intellectual Property Pending Transfer

Before the Transfer Date, H2Si shall preserve, protect, maintain, and not impair the Acquired Intellectual Property. H2Si shall not abandon, sell, assign, license, encumber, transfer, pledge, dilute, impair, disclose, or otherwise compromise any Acquired Intellectual Property without ABOUND's prior written consent. H2Si shall maintain all patents, patent applications, and registrable rights in good standing, shall provide ABOUND with copies of material correspondence from patent counsel or patent offices, and shall consult with ABOUND regarding material prosecution, maintenance, abandonment, or enforcement decisions. H2Si shall promptly notify ABOUND of any known or suspected infringement, misappropriation, unauthorized use, ownership challenge, inventorship challenge, or other adverse claim relating to the Acquired Intellectual Property, and shall not settle, compromise, release, or waive any material claim relating to the Acquired Intellectual Property without ABOUND's prior written consent.

9.14 Enforcement After Transfer

After the Transfer Date, ABOUND shall have the sole right, but not the obligation, to enforce, defend, settle, license, prosecute, maintain, abandon, or otherwise manage the Acquired Intellectual Property.

9.15 Power of Attorney

Effective upon achievement of the Revenue Milestone, H2Si irrevocably appoints ABOUND and its authorized officers as H2Si's attorney-in-fact, coupled with an interest, solely for the purpose of executing, filing, recording, and delivering documents necessary to evidence or perfect the assignment of the Acquired Intellectual Property if H2Si fails to do so within the time required by this Agreement. H2Si acknowledges that monetary damages would be inadequate to compensate ABOUND for any breach of H2Si's obligation to transfer the Acquired Intellectual Property, and ABOUND shall be entitled to specific performance, injunctive relief, equitable relief, and any other remedies available at law or in equity, without the requirement to prove irreparable harm or post a bond.

9.16 Gross Hydrogen Sales

"Gross Hydrogen Sales" means the gross amounts invoiced, received, accrued, or otherwise recognized from the sale of hydrogen generated using, through, or in connection with the H2Si Technology, including hydrogen sales to third parties made by ABOUND, its Affiliates, subsidiaries,

project companies, joint ventures, Sublicensees, operating partners, distributors, special-purpose entities, or other authorized commercial participants. Gross Hydrogen Sales include hydrogen sold in industrial, fuel, transportation, energy, off-grid power, data centre, microgrid, fleet, refining, chemical, fertilizer, marine, rail, truck stop, or other commercial applications. Gross Hydrogen Sales do not include taxes collected and remitted to a Governmental Authority, refunds, chargebacks, rebates, or credits actually issued to customers, provided such deductions are properly documented and applied consistently. Gross Hydrogen Sales shall be measured in Canadian dollars; amounts received in any other currency shall be converted using the Bank of Canada daily exchange rate published for the date on which the applicable revenue was recognized, or such other methodology as the Parties may agree in writing.

9.17 Inventor Royalty

If, after ABOUND acquires the Acquired Intellectual Property, ABOUND or any successor or permitted assign sells, assigns, transfers, conveys, or otherwise disposes of all or any material portion of the Acquired Intellectual Property to an unrelated third party, Robert McKenzie, as the inventor of the H2Si Technology, shall be entitled to receive ten percent (10%) of the net consideration actually received by ABOUND from such sale or transfer (the "**Inventor Royalty**").

For purposes of this Section, an "unrelated third party" means any Person that is not ABOUND, an Affiliate of ABOUND, a subsidiary of ABOUND, a parent company of ABOUND, a successor public company resulting from a merger, amalgamation, arrangement, reorganization, or similar corporate transaction, or a project company, joint venture, financing party, Sublicensee, customer, manufacturer, distributor, or strategic partner acting in support of ABOUND's continuing commercialization or ownership of the Acquired Intellectual Property.

The Inventor Royalty shall apply only to an actual sale or transfer of ownership of the Acquired Intellectual Property to an unrelated third party and shall not apply to internal reorganizations, transfers to Affiliates or subsidiaries, financing transactions, security interests, public company transactions, customer agreements, operating agreements, project-level licences, manufacturing agreements, distributor arrangements, sublicences, joint ventures, or other commercial arrangements in which ABOUND or its successor continues to own or control the Acquired Intellectual Property directly or indirectly.

"Net consideration" means the consideration actually received by ABOUND from the unrelated third-party sale or transfer, after deduction of reasonable transaction costs, taxes, assumed liabilities, amounts payable to secured creditors directly tied to the transferred assets, and any deductions or offsets applied pursuant to Section 9.18.

For the avoidance of doubt:

(a) no sale of shares of ABOUND, merger, amalgamation, plan of arrangement, take-over bid, going-private transaction, reorganization, recapitalization, or other change of control of ABOUND or its successor in which the equity interests of ABOUND or its successor change hands, but the Acquired Intellectual Property remains owned by ABOUND or its successor shall trigger any Inventor Royalty under this Section 9.17;

(b) the Inventor Royalty applies to any sale, assignment, or transfer of ownership of all or any material portion of the Acquired Intellectual Property to an unrelated third party, whether the Acquired Intellectual Property is sold on a standalone basis or as part of a broader bundle of assets, business, or going concern, and the Inventor Royalty shall be calculated on the portion of the net consideration received by ABOUND that is reasonably attributable to the

Acquired Intellectual Property. Where the parties to such transaction have allocated a portion of the consideration to the Acquired Intellectual Property, that allocation shall govern, provided it is made in good faith and on a commercially reasonable basis. Failing such an allocation (or where the allocation is not commercially reasonable), the portion attributable to the Acquired Intellectual Property shall be determined by an independent valuator mutually acceptable to ABOUND and Robert McKenzie, whose determination shall be final and binding absent manifest error in accordance; and

(c) the Inventor Royalty does not apply to, and shall not be payable on, any revenue, royalty, licence fee, milestone payment, profit, proceeds, dividend, distribution, or other amount whatsoever derived from the commercialization, use, exploitation, operation, deployment, manufacture, licensing, sublicensing, or other application of the Acquired Intellectual Property by ABOUND through its Subsidiaries, Sublicensees, project companies, or any other Person operating with the provisions of Section 9.11 applied *mutatis mutandis* or through ABOUND's continuing ownership of the Acquired Intellectual Property. Without limiting the foregoing, the Inventor Royalty shall not be payable on or in respect of (i) revenue from hydrogen sales or other commercial sales of products or services generated using the Acquired Intellectual Property, (ii) Environmental Credits or related incentive proceeds, (iii) licence fees, royalties, or other payments from Sublicensees, (iv) project-level distributions, joint venture proceeds, or supply or offtake payments, (v) financing proceeds, debt service, or equity raises secured by or supported by the Acquired Intellectual Property, (vi) any sale or transfer of Acquired Intellectual Property by ABOUND to one or more of its wholly-owned Subsidiaries; or (vii) any other amount that represents the fruits of ABOUND's use of the Acquired Intellectual Property rather than the proceeds of a sale or transfer of ownership of the Acquired Intellectual Property itself.

(d) If the transaction for the sale or transfer of ownership of the Acquired Intellectual Property by ABOUND to an unrelated third party includes provisions for escrowed funds, then the Inventor Royalty shall only be payable as and when those funds have been released from escrow.

The Inventor Royalty binds successors and permitted assigns of ABOUND only in connection with an actual sale or transfer of ownership of the Acquired Intellectual Property to an unrelated third party. This Section 9.17 survives the Transfer Date and any termination of this Agreement.

9.18 Deduction From Future Third-Party Sale Proceeds

(a) If ABOUND incurs any cost, loss, liability, settlement amount, judgment, legal fee, expert fee, accounting fee, investigation cost, enforcement cost, or other expense arising from any matter for which H2Si is required to indemnify or hold harmless ABOUND under Article 13 (whether such matter arises before or after the Transfer Date), H2Si shall reimburse ABOUND for all such amounts as and when incurred, within ten (10) Business Days after delivery of ABOUND's invoice therefor (which ABOUND may render monthly), whether or not the underlying matter has been finally determined or resolved; and to the extent H2Si fails to pay any such invoiced amount when due, ABOUND shall be entitled to deduct and offset the full amount of such cost, loss, liability, or expense from any amount otherwise payable in connection with any future sale, assignment, transfer, conveyance, or other disposition of the Acquired Intellectual Property to an unrelated third party (including, for greater certainty, any Inventor Royalty payable under Section 9.17). The deduction and offset rights in this Section 9.18 apply only against proceeds payable in respect of a future third-party sale or transfer and shall not delay, condition, or refuse the transfer of the Acquired Intellectual

Property on or after the Transfer Date. Such deduction or offset may be applied before calculating or paying any amount due to H2Si, Robert McKenzie, or any other Person claiming through H2Si in connection with such future sale or transfer. The deduction and offset rights are cumulative and do not limit ABOUND's other remedies under this Agreement, at law, or in equity. ABOUND shall repay to H2Si any amount finally determined not to have been an indemnifiable Loss.

(b) If H2Si incurs any cost, loss, liability, settlement amount, judgment, legal fee, expert fee, accounting fee, investigation cost, enforcement cost, or other expense arising from any matter for which ABOUND is required to indemnify or hold harmless H2Si under Article 13.2 (whether such matter arises before or after the Transfer Date), and ABOUND fails to pay such amount when finally determined and due, H2Si shall be entitled to such cost, loss, liability, or expense by way of set-off against any amount otherwise then payable by ABOUND to H2Si under this Agreement, including any Inventor Royalty payable under Section 9.17. The set-off rights in this Section 9.18 apply only against amounts otherwise payable by ABOUND to H2Si, rank subordinate to the rights of ABOUND's secured creditors, shall not constitute a charge, lien, or security interest over the Acquired Intellectual Property or the proceeds of any sale or disposition thereof, and shall not delay, condition, or refuse the sale, disposition, or transfer of the Acquired Intellectual Property on or after the Transfer Date. The rights in this Section 9.18(b) are cumulative and do not limit H2Si's other remedies under this Agreement, at law, or in equity.

9.19 IP Consolidation and Recordation.

On or before the Closing Date, H2Si shall, and shall cause Amerada to, complete the IP Consolidation and execute and deliver all assignments and instruments necessary to vest the Amerada-Held IP (including the Patents) in H2Si, free and clear of all encumbrances (except the Amerada-McKenzie Royalty). H2Si shall cause the assignments effecting the IP Consolidation to be submitted for recordation with each applicable patent office and Intellectual Property registry within ten (10) Business Days after Closing, and shall deliver to ABOUND evidence of such submission and, promptly upon receipt, evidence of recordation.

9.20 Delivery of Completed Patent Schedule.

H2Si shall prepare and deliver to ABOUND, within fourteen (14) days after the Effective Date, a complete and accurate Schedule C listing all Patents (including, for each Patent, the title, jurisdiction, application and registration numbers, filing, priority, and grant dates, and the registered owner of record), together with the chain-of-title, registry, and lien-search materials described in Section 5.7(k). The Parties may execute and deliver this Agreement notwithstanding that the completed Schedule C has not been delivered as of the Effective Date; however, delivery of a completed Schedule C accepted by ABOUND, and the absence of any uncured material defect in the Patents, is a condition to Closing under Section 5.7, and Closing shall not occur until such condition has been satisfied or waived by ABOUND. For greater certainty, ABOUND's acceptance of the completed Schedule C, and any waiver by ABOUND of the foregoing condition, shall not limit, qualify, or otherwise affect H2Si's representations, warranties, covenants, or indemnification obligations in respect of the Patents, all of which survive Closing.

9.21 Remediation of Formation Defects.

On or before the Closing Date, H2Si shall, at its own expense, take all corporate and other action necessary to remedy, ratify, and correct the Formation Defects, if existing, and shall deliver to ABOUND certified copies of all resolutions, rectified registers, certificate of status, officer's certificate, and other documents contemplated by Section 5.7(i) evidencing such remediation.

9.22 Preservation of Amerada-Held IP Pending Consolidation.

Before completion of the IP Consolidation, H2Si shall cause Amerada to preserve, protect, and maintain the Amerada-Held IP, to maintain all Patents in good standing and pay all maintenance and renewal fees, and not to abandon, sell, assign, licence, encumber, pledge, impair, or otherwise dispose of any Amerada-Held IP without ABOUND's prior written consent.

10. ENVIRONMENTAL CREDITS

10.1 Allocation to ABOUND

Subject to Section 10.2 and Article 14, all Environmental Credits generated through the deployment, operation, or use of the H2Si Technology or any Unit shall be allocated to ABOUND or to the project entity, special-purpose vehicle, or commercial counterparty designated by ABOUND. ABOUND shall have the sole right to register, claim, market, sell, transfer, retire, monetize, and otherwise commercialize all such Environmental Credits.

10.2 Project-Level Allocation

Where Environmental Credits arise within a project that is jointly developed with a third party (including a customer, financing party, host site owner, or joint venture partner), the allocation of such credits among the project participants may be governed by separate project-level documentation, provided that no such project-level allocation shall reduce ABOUND’s share of Environmental Credits to below the share to which ABOUND would otherwise be entitled as project sponsor without ABOUND’s prior written consent.

10.3 Cooperation

H2Si shall cooperate, at ABOUND’s reasonable request and expense, in the registration, certification, and commercialization of Environmental Credits, including by providing technical data, life-cycle assessment inputs, and supporting documentation regarding the H2Si Technology.

11. CONFIDENTIALITY

11.1 Mutual Obligation

Each Party (in such capacity, the “**Receiving Party**”) shall keep confidential all non-public technical, commercial, financial, legal, regulatory, and strategic information disclosed to it by the other Party (in such capacity, the “**Disclosing Party**”) in connection with this Agreement (collectively, “**Confidential Information**”), including all information relating to the H2Si Technology, nanoparticles, technical data, customer discussions, project economics, financing plans, and commercialization strategies.

11.2 Permitted Disclosures

A Receiving Party may disclose Confidential Information only to its directors, officers, employees, professional advisors, accountants, auditors, lenders, financing parties, prospective investors and acquirers (subject to customary process protections), Sublicensees, contractors, and Affiliates who (a) have a need to know in connection with this Agreement, and (b) are subject to confidentiality

obligations or professional duties of confidentiality no less protective than those set out in this Agreement. ABOUND shall ensure that each third party to whom it discloses H2Si's Confidential Information is bound by confidentiality obligations or professional duties no less protective than those in this Agreement, and ABOUND shall be liable for unauthorized use or disclosure by such third party only to the extent ABOUND failed to so bind it, failed to use reasonable commercial efforts to prosecute such a breachor otherwise breached this Article 11.

11.3 Compelled Disclosure and Public Company Reporting

Confidential Information may also be disclosed: (a) as required by law, regulation, stock exchange policy, court order, securities regulator order, or subpoena; and (b) in connection with ABOUND's continuous disclosure, material change reporting, audit, financial reporting, news release, and other public company obligations as a CSE-listed issuer. The Parties shall cooperate in good faith to protect trade secrets, nanoparticle-specific know-how, and other non-public proprietary information from public disclosure to the maximum extent permitted by law.

11.4 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known other than by breach of this Agreement; (b) was rightfully known to the Receiving Party without obligation of confidentiality prior to disclosure; (c) is rightfully received from a third party without obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.5 Survival

The confidentiality obligations in this Article 11 shall survive the termination of this Agreement for a period of five (5) years, except that obligations in respect of trade secrets and source-material specifications shall survive indefinitely or for so long as the underlying information retains its character as a trade secret under applicable law.

12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations

Each Party represents and warrants to the other Party that, as of the Effective Date:

(a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation;

(b) it has full corporate power and authority to enter into and perform this Agreement;

(c) all necessary corporate authorizations have been obtained;

(d) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms (subject to bankruptcy, insolvency, and similar laws affecting creditors' rights and to general principles of equity); and (e) the execution and performance of this Agreement does not conflict with its constating documents or any material agreement to which it is a party.

12.2 Additional Representations of H2Si

H2Si additionally represents and warrants to ABOUND that, as of the Effective Date:

(a) H2Si is (or, upon completion of the IP Consolidation on or before the Closing Date, will be) the sole legal and beneficial owner of, and has (or will have) good and marketable title to, the H2Si Technology and the Acquired Intellectual Property (including the Patents), free and

clear of all liens, security interests, royalties, licences, encumbrances (except for the Amerada-McKenzie Royalty, third-party rights, university or research-institution rights, government-funding rights, and creditor claims, except as expressly disclosed in Schedule E (Disclosure Schedule);

(b) no amounts have been or are presently due or payable by Amerada to Robert McKenzie under the Amerada-McKenzie Royalty, and as at the Closing Date, the Amerada-McKenzie Royalty Termination will have been effected;

(c) H2Si has full right and authority to grant the licence and conditional assignment contemplated by this Agreement without any consent, approval, waiver, or release of any third party, except as expressly disclosed in Schedule E;

(d) H2Si has not granted to any third party any exclusive licence, exclusive option, exclusive right of first refusal, or other exclusive arrangement in or to any portion of the H2Si Technology or Acquired Intellectual Property, and no such arrangement is in effect, in negotiation, or contemplated as of the Effective Date;

(e) the H2Si Technology, including all nanoparticles, reactor, vessel, and control technology (all as utilized in the FCU), is sufficient to enable a reasonably skilled commercial operator to design, build, deploy, and operate Units consistent with the FCU Specifications and the commercial deployment objectives contemplated by this Agreement;

(f) to H2Si's knowledge, the practice and commercialization of the H2Si Technology as contemplated by this Agreement does not infringe, misappropriate, or otherwise violate the Intellectual Property rights of any third party, and H2Si has not received any written notice or claim of any such alleged infringement, misappropriation, or violation;

(g) to H2Si's knowledge, no Person is infringing, misappropriating, or otherwise violating any of the H2Si Technology or Acquired Intellectual Property, and H2Si has disclosed in Schedule E all known or suspected infringers and any pending or threatened enforcement matters;

(h) all current and former inventors, employees, officers, directors, consultants, contractors, laboratories, and other contributors who created or contributed to the H2Si Technology or Acquired Intellectual Property have effectively and validly assigned all of their right, title, and interest to H2Si, including all moral rights waivers to the extent permitted by applicable law, pursuant to written agreements sufficient to permit H2Si to grant and transfer the rights contemplated by this Agreement;

(i) no Governmental Authority, university, college, research institute, laboratory, grant provider, or other Person has any march-in right, reversion right, retained licence, or other ownership, revenue, or commercialization right in the H2Si Technology or Acquired Intellectual Property, except as expressly disclosed in Schedule E; and without limiting the generality of the foregoing, (i) no portion of the H2Si Technology was developed with the assistance or use of any funding from any Governmental Authority, university, college, research institute, or other educational institution in circumstances where such institution has or may claim any rights, title, or interest in the H2Si Technology, except as disclosed in Schedule E; (ii) no individual involved in or who contributed to the creation or development of any material portion of the H2Si Technology performed services for any Governmental Authority, university, college, research institute, or other educational institution in a manner that would affect H2Si's ownership of or rights in the H2Si Technology; and (iii) H2Si is not a member of, or contributor to, any industry standards body or similar organization in a manner that requires H2Si to

grant, license, or offer to any Person any rights to the H2Si Technology or Acquired Intellectual Property (including any RAND, FRAND, or royalty-free licensing commitment);

(j) all material registrations and applications for registration comprising the Acquired Intellectual Property (including patents, patent applications, trademark registrations, and copyright registrations) are subsisting and in good standing, all maintenance fees and other amounts payable to maintain such registrations have been paid, and all assignments and other instruments necessary to establish, record, and perfect H2Si's ownership in such registrations have been validly executed, delivered, and filed with the relevant Governmental Authority and authorized registrars;

(k) H2Si has taken commercially reasonable steps designed to safeguard and maintain the secrecy of all trade secrets, source-material specifications, nanoparticle preparation methods, and other confidential information comprising the H2Si Technology and Acquired Intellectual Property; H2Si has not disclosed any such trade secrets or confidential information to any Person unless such disclosure was made under an appropriate written non-disclosure agreement containing reasonable limitations on use, reproduction, and disclosure; and to H2Si's knowledge, there has been no violation, unauthorized use, unauthorized access, or disclosure of any such trade secrets or confidential information;

(l) neither H2Si nor, to H2Si's knowledge, any Person acting on H2Si's behalf has disclosed, delivered, or deposited any source code, firmware code, control logic, or technical specifications comprising any material portion of the H2Si Technology with any escrow agent or other third party, or permitted such disclosure, delivery, or deposit, except as expressly disclosed in Schedule E; and no event has occurred and no circumstance exists that, with or without notice or lapse of time, would result in any such disclosure, delivery, or deposit;

(m) except as expressly disclosed in Schedule E, H2Si has not incorporated any open source software, open source materials, or open source code into any software, firmware, control logic, or other component of the H2Si Technology in any manner that grants or purports to grant to any third party any rights, immunities, licences, or obligations of disclosure or redistribution under or in respect of the H2Si Technology or the Acquired Intellectual Property (including any obligation to disclose, distribute, or license source code, to make derivative works freely available, or to redistribute at no charge);

(n) H2Si has implemented and maintains commercially reasonable IT security measures designed to protect the confidentiality, integrity, and security of H2Si's IT systems, technical databases, design files, and other electronic records relating to the H2Si Technology and Acquired Intellectual Property; H2Si's IT systems are, to H2Si's knowledge, free from material malware, ransomware, malicious code, or material defects that could compromise the H2Si Technology; and there has been no material unauthorized access to or breach of the security of any such IT systems;

(o) H2Si has not knowingly withheld from ABOUND any material technical information, test result, validation result, operating limitation, safety issue, scale-up constraint, nanoparticle requirement (excluding manufactured nanoparticles), or Intellectual Property risk relating to the H2Si Technology;

(p) the third-party validation by the University of Saskatchewan referenced in the Parties' commercial materials confirms hydrogen production and high-purity output, has not been withdrawn, qualified, or contradicted, and was conducted under arrangements that do not give the University of Saskatchewan or any of its faculty, students, or affiliated researchers

any ownership, retained licence, march-in right, royalty entitlement, publication right that would compromise confidentiality, or other interest in the H2Si Technology or Acquired Intellectual Property;

(q) the H2Si Technology and the Acquired Intellectual Property constitute all or substantially all of the property of H2Si and the transactions contemplated by this Agreement accordingly require the Required Shareholder Approval under section 190 of the ABCA;

(r) the execution and delivery of this Agreement and the performance by H2Si of its obligations (including the grant of the licence and the conditional assignment and transfer of the Acquired Intellectual Property) have been duly authorized by all necessary corporate action on the part of H2Si other than the Required Shareholder Approval; the board of directors of H2Si has approved this Agreement; and no consent or approval of any other Person is required except the Required Shareholder Approval and the approvals listed in Schedule E;

(s) Amerada and Robert McKenzie together legally and beneficially hold all of the authorized and issued share capital of H2Si and are the sole shareholders of H2Si entitled to vote on the Required Shareholder Approval.

(t) the authorized and issued share capital of H2Si is as set out in Schedule E; all issued and outstanding shares of H2Si (including those held by Robert McKenzie and the 30 Class "B" Voting Shares held by Amerada) have been duly and validly authorized and issued, are outstanding as fully paid and non-assessable, and were issued in compliance with applicable law, H2Si's constating documents, and any shareholders' agreement; and there are no options, warrants, conversion rights, or other rights to acquire securities of H2Si except as disclosed in Schedule E.

(u) any Formation Defects, if existing, have been, on or before the Closing Date, fully and validly remedied, ratified, and corrected by all necessary corporate action, and no Formation Defect affects the valid existence of H2Si, the valid issuance or ownership of its shares, or H2Si's title to, or ability to deal with, the H2Si Technology or the Acquired Intellectual Property.

(v) as of the Effective Date, Amerada is the sole legal and beneficial owner of, and the registered owner of record of, the Patents and the other Amerada-Held IP, free and clear of all encumbrances, except the Amerada-McKenzie Royalty as at the Effective Date or otherwise as disclosed in Schedule E. On or before the Closing Date, the IP Consolidation will have been completed such that H2Si is the sole legal and beneficial owner of, and registered owner of record of, all Amerada-Held IP (including the Patents), free and clear of all encumbrances, and all assignments effecting the IP Consolidation will have been duly authorized, executed, delivered, and submitted for recordation with each applicable patent office and Intellectual Property registry.

(w) the IP Consolidation has been duly authorized by all necessary corporate action of Amerada, including the Required Amerada Approval; the interest and conflict of Robert McKenzie (as sole director of Amerada and as a director, officer, and shareholder of H2Si and the recipient of the Inventor Royalty) has been fully disclosed and dealt with in accordance with the ABCA and the constating documents of Amerada and H2Si; and the IP Consolidation does not contravene the constating documents of Amerada or any agreement to which Amerada is a party.

(x) each of the Required Shareholder Approval and the Required Amerada Approval has been validly obtained in accordance with applicable law and the applicable constating

documents; all notice, disclosure, and procedural requirements have been satisfied; such approvals are final and not subject to appeal, rescission, or challenge; and no shareholder of H2Si or Amerada has validly exercised, or remains entitled to exercise, any dissent, appraisal, or similar right in respect of the IP Consolidation or the transactions contemplated by this Agreement, except as disclosed in Schedule E and fully satisfied by H2Si or Amerada without recourse to ABOUND, the H2Si Technology, the Acquired Intellectual Property, or the Consideration Shares.

(y) each of H2Si and Amerada is, and immediately after giving effect to the IP Consolidation and the transactions contemplated by this Agreement will be, solvent and able to pay its debts as they become due; and each of the IP Consolidation and the transactions contemplated by this Agreement is made for fair and reasonably equivalent value, is not made with intent to defeat, hinder, delay, or defraud any creditor, and does not constitute a transfer at undervalue, fraudulent preference, fraudulent conveyance, or settlement under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Preferences Act* (Alberta), or any similar law.

(z) to H2Si's knowledge, no Amerada Shareholder has asserted or threatened, and no facts exist that would reasonably be expected to give rise to, any claim (including any oppression, derivative, or unfair-prejudice claim) challenging the IP Consolidation, the ownership of the Amerada-Held IP, or the transactions contemplated by this Agreement.

12.3 Additional Representations of ABOUND

ABOUND additionally represents and warrants to H2Si that, as of the Effective Date: (a) ABOUND is a "reporting issuer" in good standing in the jurisdictions in which it is required to be a reporting issuer and its Common Shares are listed and posted for trading on the CSE; (b) ABOUND is not subject to any cease trade order or other regulatory restriction on its securities; (c) subject to CSE Acceptance, ABOUND has all authorizations required to issue the Consideration Shares, and the Consideration Shares when issued will be duly authorized, validly issued, fully paid, non-assessable and free and clear of all pledges, liens, security interests, and third-party rights; (d) ABOUND will use commercially reasonable efforts to maintain its CSE listing and its reporting issuer status during the Term.

12.4 Disclaimer

Except for the express representations and warranties set out in this Agreement, the H2Si Technology is licensed "as is" and each Party disclaims all other warranties, whether statutory, express, or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, and arising from course of dealing or usage of trade.

12.5 Survival of Representations and Warranties

The representations and warranties of H2Si and ABOUND in this Article 12 shall survive the Effective Date and the Transfer Date and shall continue in full force and effect until the date that is one (1) year after the Transfer Date, after which they shall terminate and no claim may be made in respect of them, except that (a) any claim based on fraud, intentional misrepresentation, or wilful concealment shall survive indefinitely; (b) the Fundamental Representations shall survive until the date that is two (2) years after the Transfer Date or the expiry of the last applicable limitation period, if later, and (c) any claim for which written notice has been given to the indemnifying Party before the expiry of the survival period shall survive until finally resolved.

12.6 Bring-Down of Representations.

The representations and warranties in Sections 12.1and 12.2 shall be true and correct in all material respects (and, in the case of the Fundamental Representations, in all respects) as of the Effective Date, the Closing Date, and the Transfer Date, as though made on and as of each such date (except for any representation or warranty expressed to be made as of a specific date, which shall be true and correct as of that date).

13. INDEMNIFICATION

13.1 H2Si Indemnity

H2Si shall indemnify, defend, and hold harmless ABOUND, its Affiliates, project companies, Sublicensees, directors, officers, employees, agents, successors, and assigns (collectively, the "**ABOUND Indemnitees**") from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees, expert fees, accounting fees, and enforcement costs) arising out of or relating to:

(a) any breach or alleged breach by H2Si of any representation, warranty, covenant, or obligation under this Agreement;

(b) any breach or alleged breach by Amerada of the Amerada-McKenzie Royalty;

(c) any claim that H2Si does not own or did not have the right to grant, license, or transfer the H2Si Technology, the Acquired Intellectual Property or the Amerada-Held IP as contemplated by this Agreement, or the Support and Guarantee Agreement;

(d) any claim by an inventor, employee, consultant, contractor, laboratory, university, government grant provider, supplier, creditor, financing party, shareholder, Affiliate, or other Person asserting ownership of, rights in, compensation relating to, or restrictions on the H2Si Technology, the Acquired Intellectual Property, or the Support and Guarantee Agreement;

(e) any undisclosed lien, charge, security interest, royalty, licence, encumbrance, pledge, transfer restriction, prior assignment, creditor claim, or adverse right affecting the H2Si Technology, the Acquired Intellectual Property, or the Support and Guarantee Agreement;

(f) any claim that the H2Si Technology, the Acquired Intellectual Property, the Amerada-Held IP, the nanoparticles incorporated in or supplied for use in the FCU or Units, or ABOUND's authorized use, deployment, or commercialization of any of the foregoing, infringes, misappropriates, or violates the Intellectual Property, confidentiality, trade secret, contractual, or proprietary rights of any third party;

(g) any failure by H2Si to obtain valid assignments, waivers, releases, moral rights waivers, invention assignments, contractor assignments, employee assignments, or contributor confirmations necessary to transfer full ownership of the Acquired Intellectual Property or the Amerada-Held IP to ABOUND or to H2Si, or to disclose prior grants, government funding rights, research-institution rights, security interests, creditor rights, or third-party commercial rights affecting the H2Si Technology, Acquired Intellectual Property, or Amerada-Held IP;

(h) any Formation Defect;

(i) the IP Consolidation, or any failure to complete, perfect, or record it, including the Amerada-McKenzie Royalty Termination;

(j) any claim by a shareholder of Amerada (including any oppression, derivative, or unfair-prejudice claim), or any dissent, appraisal, or similar claim of any shareholder of H2Si or Amerada, in respect of the IP Consolidation or the transactions contemplated by this Agreement or the Support and Guarantee Agreement; and

(k) any claim that the IP Consolidation or any transaction contemplated by this Agreement or the Support and Guarantee Agreement constitutes a transfer at undervalue, fraudulent preference, or fraudulent conveyance.

13.2 ABOUND Indemnity

ABOUND shall indemnify, defend, and hold harmless H2Si, its Affiliates, directors, officers, employees, and agents (collectively, the "**H2Si Indemnitees**") from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) any breach by ABOUND of any representation, warranty, covenant, or obligation under this Agreement; (b) any operation, deployment, marketing, sale, or service of Units by ABOUND, its Affiliates, or its Sublicensees, except to the extent caused by a defect in the H2Si Technology or by H2Si's breach of this Agreement; and (c) any claim relating to ABOUND's public company reporting, financing activities, or share issuances, except to the extent caused by inaccurate information provided by H2Si.

13.3 Indemnification Procedure

Except as otherwise provided in Section 13.4 and Section 13.5, a Party seeking indemnification (the "**Indemnified Party**") shall give the indemnifying Party (the "**Indemnifying Party**") prompt written notice of any claim that may be the subject of indemnification under this Article 13. The Indemnifying Party shall have the right to assume the defence of any such claim with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party shall cooperate, at the Indemnifying Party's expense, in the defence of the claim. No settlement that imposes any obligation, admission, or restriction on the Indemnified Party shall be entered into without the Indemnified Party's prior written consent (not to be unreasonably withheld).

13.4 Mandatory Defence of Infringement Claims

Notwithstanding Section 13.3, with respect to any third-party claim, demand, suit, or proceeding alleging that the H2Si Technology or the Acquired Intellectual Property, or ABOUND's manufacture, use, deployment, exploitation, or commercialization thereof as contemplated by this Agreement, infringes, misappropriates, or violates any Intellectual Property or other proprietary right of any third party (an "**Infringement Claim**"), H2Si shall, at its sole cost and expense, assume and diligently conduct the defence with counsel reasonably acceptable to ABOUND, and shall indemnify and hold the ABOUND Indemnitees harmless from all resulting claims, losses, liabilities, damages, costs, and expenses of the type described in Section 13.1 (collectively, "**Losses**"). H2Si shall keep ABOUND reasonably informed and shall not consent to any judgment or enter into any settlement that (i) imposes any liability, payment, admission, or restriction on any ABOUND Indemnitee, (ii) affects the validity, scope, or enforceability of the Acquired Intellectual Property, or (iii) grants any licence or right under the Acquired Intellectual Property, in each case without ABOUND's prior written consent.

13.5 Step-In.

If H2Si (i) fails to assume the defence of an Infringement Claim within fifteen (15) days after receiving notice of it, (ii) fails to diligently and continuously conduct such defence, or (iii) notifies ABOUND that it will not do so (each, a "**Defence Default**"), then ABOUND may, upon written notice and without prejudice to its other rights, assume and control the defence, settlement, and disposition of

the Infringement Claim, in each case at H2Si's sole cost and expense and with counsel of ABOUND's choosing. H2Si shall (a) remain fully liable under Section 13.1 and Section 13.4 for all Losses, including ABOUND's costs of conducting the defence; (b) cooperate fully and promptly, including by providing technical information, documents, prior art, witnesses, and assistance reasonably requested by ABOUND; and (c) pay ABOUND's defence costs within thirty (30) days of invoice, failing which ABOUND may recover the same by set-off against any amount otherwise payable to H2Si and by deduction under Section 9.18. ABOUND's assumption of the defence shall not relieve H2Si of, or limit, its indemnification obligations, and ABOUND may settle the Infringement Claim without H2Si's consent (such settlement being presumptively reasonable for purposes of the indemnity). A Defence Default also entitles ABOUND to the acceleration remedy set out in Section 9.5.

13.6 Cap, Basket, or Deductible on H2Si Indemnity

Subject only to applicable law, the indemnification obligations of H2Si under Section 13.1 are subject to a maximum liability cap of US$5,000,000 but are not subject to any basket, deductible, threshold, mini-basket, materiality scrape qualifier, or other limitation of any kind, and shall not be reduced by reference to the value of the Consideration Shares or the consideration otherwise provided under this Agreement.

Notwithstanding the foregoing, the US$5,000,000 cap shall not apply to, and shall be in addition to, liability for Losses arising from (i) any breach of a Fundamental Representation, (ii) Section 13.1(c) (ownership and right to transfer), (h) (the IP Consolidation), or (g) (the Formation Defects), or (iii) Section 13.1(j) (any Amerada shareholder, dissent, or appraisal claim) or 13.1(k) (transfer at undervalue, fraudulent preference, or fraudulent conveyance); and in respect of each of the foregoing the liability of H2Si shall be limited to US$5,000,000 and shall be joint and several with the liability of Amerada under the Support and Guarantee Agreement. The Parties acknowledge that the matters addressed in Section 13.1 (including title, ownership, contributor assignments, infringement, third-party rights, and the IP Consolidation, the Formation Defects, Amerada shareholder claims, undisclosed encumbrances) go directly to the value, integrity, and enforceability of the rights being granted to and acquired by ABOUND under this Agreement, and that any further limitation, beyond the cap expressly set out in this Section on H2Si's indemnification would materially diminish the consideration delivered to ABOUND.

13.7 Offset Against Future IP Sale Proceeds

ABOUND's rights to deduct and offset under Section 9.18 are cumulative with, and in addition to, the indemnification rights under this Article 13.

13.8 Limitation of Liability

Except in the case of (a) breach of confidentiality obligations under Article 11, (b) fraud or wilful misconduct, (c) infringement of the other Party's Intellectual Property, (d) breach of the non-circumvention obligations in Section 7.3, or (e) the indemnification obligations under Sections 13.1(a)–(k), neither Party shall be liable to the other Party for any indirect, consequential, special, incidental, or punitive damages arising out of this Agreement, even if advised of the possibility of such damages.

14. TERM, TERMINATION, AND REMEDIES

14.1 Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect in perpetuity unless and until terminated in accordance with this Article 14 (the "**Term**"). Following the

Transfer Date, the licence granted under Article 2 shall automatically convert into ABOUND's ownership of the Acquired Intellectual Property; the other operative provisions of this Agreement (including the non-circumvention, confidentiality, governance, indemnification, inventor royalty, offset, and dispute resolution provisions) shall remain in effect to the extent applicable.

14.2 Material Default

(a) Each of the following constitutes a "Material Default" by a Party (the "**Defaulting Party**"):

(i) any failure of ABOUND to complete the Minimum Raise within the period specified in Section 4.1, as extended by the Cure Period in Section 4.2;

(ii) any material breach by a Party of its covenants, or obligations under this Agreement that is not cured within sixty (60) days after written notice from the non-defaulting Party, provided that breaches involving unauthorized transfer, encumbrance, disclosure, or impairment of Intellectual Property, or breach of the non-circumvention obligations in Section 7.3, shall not be subject to a cure period;

(iii) an Insolvency Event in respect of a Party; or

(iv) any attempt by H2Si to grant rights in the H2Si Technology in conflict with the rights granted to ABOUND under this Agreement, or any sale, assignment, licence, pledge, encumbrance, abandonment, or impairment of any Acquired Intellectual Property in breach of Article 9.

(b) Notwithstanding the foregoing, the following material breaches shall be deemed to be incapable of remedy, in which case the non-Defaulting party may terminate this Agreement immediately with written notice to the Defaulting Party, provided that no act of ABOUND taken in accordance with this Agreement (including the grant of security to a bona fide financing party, permitted sublicensing, or disclosures permitted under Article 11) shall constitute a breach under this Section 14.2(b):

(i) Unauthorized transfer of any rights in H2Si's Technology;

(ii) Encumbrance of any rights in H2Si's Technology;

(iv) Impairment of any rights in H2Si's Technology;

(v) Breach of the non-circumvention provision in Section 7.3

14.3 Remedies for ABOUND Default

If ABOUND is the Defaulting Party in respect of an uncured Material Default, H2Si may, at its election, deliver to ABOUND a written termination notice. In such case, the licence under Article 2 may be terminated or its scope adjusted in accordance with Section 14.5, as determined by H2Si in its sole discretion, and the Escrowed Shares may be cancelled or returned to ABOUND's treasury in accordance with the Pooling Agreement. The Parties acknowledge that adjustment of exclusivity in the Territory or Fields of use, rather than termination of the entire Agreement, may be a proportionate remedy, as determined by H2Si in its sole discretion, where the Material Default relates to performance in a specific territory or field.

14.4 Remedies for H2Si Default

If H2Si is the Defaulting Party in respect of an uncured Material Default, ABOUND may, at its election: (a) terminate this Agreement, in which case the licence under Article 2 shall become non-exclusive (rather than terminate) for so long as required for ABOUND to commercialize Units already deployed

or in the deployment pipeline; (b) exercise its rights under Section 6.3 to manufacture or have manufactured Units; (c) exercise its rights under Article 9 (including specific performance and the power-of-attorney mechanic) to perfect the conditional assignment of the Acquired Intellectual Property notwithstanding the Material Default; and/or (d) pursue any other remedy available under this Agreement, at law, or in equity.

14.5 Adjustment of Exclusivity

Where the remedy for a Material Default committed by Abound is a step-down or adjustment of exclusivity rather than full termination, the Parties shall negotiate the affected territory, field, or both, in good faith for a period of thirty (30) days. If the Parties are unable to agree, either Party may submit the matter to dispute resolution under Article 16.

14.6 Equitable Relief

Each Party acknowledges that monetary damages alone would not adequately compensate the other Party for a breach involving the H2Si Technology, the Acquired Intellectual Property, the non-circumvention obligations, or the confidentiality obligations under this Agreement. The non-breaching Party shall be entitled to seek and obtain specific performance, injunctive relief, and other equitable remedies without the need to post a bond or prove irreparable harm, to the maximum extent permitted by law.

14.7 Continuity of Operations

If ABOUND experiences an Insolvency Event under limb (b), (c), or (d) of the definition thereof (each, a "**Formal Insolvency Event**"), the Parties shall cooperate in good faith to ensure the orderly continued development and use of the H2Si Technology, subject to applicable law and the rights of secured and unsecured creditors, the rights of any court-appointed officer (including any receiver, monitor, or trustee), and the rights and obligations of ABOUND under any restructuring, reorganization, or court-supervised sale or disposition process.

Notwithstanding the foregoing, ABOUND (and any court-appointed officer, receiver, monitor, trustee, or successor) shall retain all rights to sell, assign, transfer, license, sublicense, or otherwise monetize the H2Si Technology, the licence granted under Article 2, and any Acquired Intellectual Property (if then vested in ABOUND), in any court-supervised process or otherwise, in order to maximize value for ABOUND's stakeholders. Any reversion of rights to H2Si shall occur only following the exhaustion of all commercially reasonable efforts to monetize the H2Si Technology through a sale, restructuring, or other value-maximizing transaction, and only to the extent such reversion is required by an order of a court of competent jurisdiction.

For the avoidance of doubt:

(a) No going-concern qualification, market downturn, financing difficulty, or temporary suspension of operations by ABOUND that does not constitute a Formal Insolvency Event shall give rise to any reversion of rights to H2Si under this Section 14.7;

(b) Except as described in this Section 14.7, no Insolvency Event under limb (a) of the definition thereof shall give rise to any reversion of rights to H2Si; and

(c) The Inventor Royalty shall apply to any sale of Acquired Intellectual Property by the receiver-management, and the Parties hereby agree that this shall be deemed to be a debt of high obligation owed to Robert McKenzie as the Acquired Intellectual Property vested with ABOUND is a significant contribution to the equity value of ABOUND; and

(d) H2Si shall not assert any claim of "ceasing active operations," "inability to continue commercialization," or similar argument as a basis for reversion of rights other than as expressly provided in this Section 14.7.

15. CHANGE OF CONTROL AND INSOLVENCY

15.1 ABOUND Rights Survive

ABOUND's rights under this Agreement, including the rights under Article 9 to receive the Acquired Intellectual Property upon achievement of the Revenue Milestone, shall survive any change of control, merger, amalgamation, plan of arrangement, sale of shares, sale of substantially all assets, or other corporate reorganization involving H2Si. Any acquirer or successor of H2Si shall take the H2Si Technology subject to ABOUND's rights, and H2Si shall not enter into any such transaction unless the acquirer or successor expressly assumes H2Si's obligations under this Agreement.

15.2 Insolvency Protection

If H2Si becomes insolvent, enters receivership, makes an assignment for the benefit of creditors, commences or is subject to bankruptcy proceedings, ceases business, or otherwise becomes unable to perform its obligations, ABOUND's rights under this Agreement (including the conditional assignment under Article 9) shall remain binding on H2Si, its estate, receiver, trustee, monitor, liquidator, creditors, successors, and assigns.

15.3 ABOUND Public Company Transactions

Nothing in this Agreement shall restrict ABOUND from completing any merger, amalgamation, plan of arrangement, sale of shares, sale of assets, reorganization, recapitalization, take-over bid, or other public-company transaction, provided that the surviving entity expressly assumes ABOUND's obligations under this Agreement. H2Si acknowledges that ABOUND is a publicly traded company and that such transactions are governed by applicable securities laws, the rules of the CSE, and the fiduciary duties of the directors of the Board.

16. DISPUTE RESOLUTION

16.1 Executive Discussion

Any dispute, controversy, or claim arising out of or relating to this Agreement (a "**Dispute**") shall first be referred to the Chief Executive Officer of each Party (or designee) for good-faith resolution. If the Dispute is not resolved within fifteen (15) Business Days of escalation, either Party may pursue any remedies available under this Agreement, at law, or in equity, subject to Section 16.2.

16.2 Arbitration

Except for claims seeking equitable, injunctive, or urgent relief (which may be brought before a court of competent jurisdiction in Alberta), any Dispute that is not resolved under Section 16.1 shall be finally resolved by binding arbitration administered under the ADR Institute of Canada's Arbitration Rules, by a single arbitrator (or, in the case of a Dispute involving claims aggregating over CAD$5,000,000, by a panel of three arbitrators). The seat of arbitration shall be Calgary, Alberta. The language shall be English.

16.3 Equitable Relief Carve-Out

Notwithstanding Section 16.2, either Party may apply to a court of competent jurisdiction for interim or permanent injunctive, specific-performance, or other equitable relief to protect Intellectual

Property, confidentiality, trade secrets, ownership rights, or the conditional assignment under Article 9.

17. NOTICES

Any notice or communication required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, recognized international courier, or email (with delivery confirmation and copy by courier within two Business Days), addressed to:

To ABOUND:

ABOUND Energy Inc. Unit 109 – 3551 Viking Way Richmond, British Columbia, V6V 1W1 Attention: Chief Executive Officer Email: jason@abound.energy

To H2Si:

H2Si Power Incorporated Attention: Robert McKenzie, President Email: Robert.McKenzie@amerada.net

Either Party may change its address for notices by written notice given in accordance with this Article.

18. PUBLIC DISCLOSURE

ABOUND may, in its sole discretion, issue press releases, public announcements, marketing and promotional materials, investor relations materials, regulatory filings, and customer-facing communications referencing this Agreement, the H2Si Technology, the partnership, or any milestone or commercial development thereunder, subject only to the confidentiality obligations in Article 11 in respect of H2Si's trade secrets and non-public proprietary technical information. ABOUND shall provide H2Si with reasonable advance notice of any material public announcement and shall consider in good faith any comments H2Si may have, provided that the timing, content, and editorial decisions in respect of any public communication by ABOUND shall be ABOUND's alone. ABOUND may make disclosures required by applicable securities laws, stock exchange policies, or its continuous disclosure obligations as a CSE-listed issuer without prior notice to or consent of H2Si. H2Si shall not issue any press release, public announcement, marketing material, social media post, or other public communication referencing ABOUND, this Agreement, the H2Si Technology in the context of the partnership, the Consideration Shares, or any milestone hereunder without ABOUND's prior written consent (which may be granted, withheld, or conditioned in ABOUND's sole discretion).

19. SECURITIES AND STOCK EXCHANGE COMPLIANCE

H2Si acknowledges that ABOUND is a publicly traded company subject to applicable securities laws, the rules of the CSE, and continuous disclosure obligations. H2Si and any director nominee or observer of H2Si shall comply with ABOUND's insider trading policy, blackout periods, disclosure policy, and other applicable corporate governance policies as in effect from time to time, and shall not trade in securities of ABOUND while in possession of material non-public information. H2Si shall promptly provide all information and execute all documents reasonably requested by ABOUND to enable ABOUND to comply with its disclosure, audit, exchange, and regulatory obligations.

20. GENERAL PROVISIONS

20.1 Entire Agreement

This Agreement, together with the Pooling Agreement, the Support and Guarantee Agreement, the Schedules hereto, and any written amendments signed by both Parties, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes the LOI and all prior agreements, letters of intent, memoranda of understanding, term sheets, drafts, discussions, negotiations, representations, warranties, and understandings, whether written or oral, relating to the subject matter hereof.

20.2 Amendments

No amendment to this Agreement is effective unless made in writing and signed by an authorized officer of each Party.

20.3 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that ABOUND may, without H2Si's consent, assign this Agreement (in whole or in part):

(a) Following the issuance of the Consideration Shares on the Closing Date, to a wholly-owned subsidiary of ABOUND in connection with the deployment, financing, or commercialization of the H2Si Technology, provided that ABOUND shall remain responsible for the performance of the assigned obligations and the assignment shall be subject to the proviso at the end of this Section;

(b) to a successor in connection with a merger, amalgamation, plan of arrangement, sale of all or substantially all of ABOUND's assets, take-over bid, or other corporate transaction, in which case ABOUND shall be released from any continuing obligations to the extent the successor assumes such obligations in writing;

(c) subject to H2Si's prior written approval, to a financing party, secured lender, or other security holder as security for indebtedness, or to a purchaser of the H2Si Technology business in a permitted enforcement transaction, in which case ABOUND shall be released from continuing obligations to the extent the assignee assumes such obligations in writing;

(d) to a project company, special-purpose vehicle, or Sublicensee in connection with the deployment, financing, or commercialization of the H2Si Technology, in which case ABOUND shall remain responsible for the assignee's performance of the assigned obligations; or

(e) to a Sublicensee in connection with a permitted sublicence under Section 2.3.

Notwithstanding any assignment permitted under this Section, and for greater certainty: (i) ABOUND's obligations to issue the Consideration Shares under Article 5, the participation right under Section 5.18, the board nomination and observer rights under Section 8.1, and H2Si's officer-appointment right under Section 8.3 shall at all times remain the sole obligations of ABOUND Energy Inc. (being the CSE-listed issuer) and shall not be assigned, transferred, delegated, or otherwise pushed down to any subsidiary, assignee, or other Person; and (ii) in no event shall H2Si be required to accept, in satisfaction of the Consideration Shares or otherwise, securities of any Person other than ABOUND Energy Inc. or a successor public-company issuer that has assumed ABOUND's obligations under Section 20.3(b). The licence and purchase rights under this Agreement may be assigned to a wholly-owned subsidiary of ABOUND in accordance with paragraph (a), but the equity,

participation, and governance obligations described in this proviso shall remain with ABOUND Energy Inc.

20.4 No Partnership

Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has authority to bind the other except as expressly provided in this Agreement.

20.5 Force Majeure

Neither Party shall be liable for any delay or failure to perform under this Agreement to the extent caused by acts of God, declared war, terrorism, pandemic resulting in mandatory cessation of operations under applicable law, or governmental action or embargo, in each case to the extent beyond the reasonable control of the affected Party, and provided that the affected Party gives prompt written notice and uses commercially reasonable efforts to mitigate the impact and resume performance. No force majeure event shall excuse a payment obligation that is due and payable as of the date of such event. For greater certainty, supply-chain disruption, supplier non-performance, materials shortage, labour dispute, or financial difficulty of any third party shall not constitute a force majeure event for H2Si during the period prior to the transition of manufacturing under Section 6.4, given H2Si's control over supplier selection, qualification, and management during that period. Force majeure relief is unavailable for any delay or non-performance that could have been avoided through commercially reasonable contingency planning, redundancy, or supplier diversification.

20.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to render it valid and enforceable while preserving the original commercial intent of the Parties.

20.7 Waiver

No waiver of any provision of this Agreement is effective unless made in writing and signed by the waiving Party. No failure or delay in exercising any right under this Agreement constitutes a waiver of that right.

20.8 Counterparts and Electronic Signature

This Agreement may be executed in any number of counterparts (including by electronic signature and counterparts delivered by email or electronic transmission), each of which when so executed shall be deemed an original, and all of which together shall constitute one instrument.

20.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Subject to Article 16, each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Alberta sitting in Calgary.

20.10 Independent Legal Advice

Each Party acknowledges that it has had the opportunity to obtain independent legal advice before entering into this Agreement, that this Agreement has been negotiated between sophisticated commercial parties, and that the contra proferentem rule of contractual interpretation shall not apply.

20.11 Survival

The provisions of Article 1, Section 7.3 (Non-Circumvention), Article 9 (with respect to vested rights and the Inventor Royalty), Article 10 (in respect of accrued Environmental Credits), Article 11, Article 13, Sections 14.6 and 14.7, Article 15, Article 16, Article 17, Article 18, Article 19 and Article 20 shall survive any termination or expiration of this Agreement, together with any other provision that by its nature is intended to survive.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

ABOUND ENERGY INC.

Per: "Keith Morlock"_____
Name: Keith Morlock_____
Title: COO_____
Authorized Signing Officer

H2SI ENERGY INC.

Per: "Robert McKenzie"_____
Name: Robert McKenzie_____
Title: Chairman_____
Authorized Signing Officer

SCHEDULE A

Defined Markets and Applications

Defined Field: All applications and fields of use of the H2Si Technology, including without limitation:

- industrial hydrogen (refining, chemical, fertilizer, steel, glass, and other industrial off-takers);
- mobility and transportation (heavy-duty trucking, fleet fueling, rail, marine, and material handling);
- stationary power (off-grid power, microgrids, remote sites, and data centre backup);
- blended fuel applications (hydrogen-natural gas blending and similar);
- energy storage applications using hydrogen as a vector; and
- any other commercial or industrial application of hydrogen produced by the H2Si Technology.

Defined Territory: Worldwide, subject only to the Excluded Territory as defined in Section 2.4 of the Agreement.

SCHEDULE B

Performance Targets, FCU Success, and Revenue Milestones

B-1 FCU Specifications and Success Test

The FCU shall be deemed to have achieved "FCU Success" when all three of the following conditions are satisfied within the same continuous thirty (30) day operating window:

(a) Hydrogen production output, measured at the unit boundary by calibrated mass flow meters or equivalent industry-standard metering, of an average of 1,600 kg/day, with a permitted tolerance of plus or minus twenty percent (±20%) measured over the thirty (30) day window;

(b) Continuous operation under commercial (non-pilot) conditions for at least thirty (30) consecutive days, with permitted scheduled and unscheduled downtime of not more than five percent (5%) in aggregate; and

(c) Sustained operating cost not exceeding US$5.00 per kilogram of hydrogen produced, calculated on a fully loaded operating basis including feedstock, electricity, water, consumables, labour directly attributable to operations, scheduled maintenance reserves, and reasonable allocations of site overhead, but excluding (i) one-time capital costs, (ii) depreciation, (iii) financing costs, and (iv) corporate overhead not directly attributable to FCU operations.

B-1A FCU Construction Cost

For purposes of Section 5.5(ii), the "aggregate construction and development cost of the FCU" means all capital and development costs incurred to design, engineer, procure, construct, install, and commission the FCU through achievement of FCU Success, including equipment, materials, EPC and contractor costs, site preparation, installation, and commissioning, but excluding (i) ongoing operating costs of the type included in the US$5.00/kg operating-cost calculation, (ii) financing costs, and (iii) corporate overhead not directly attributable to the FCU build. Subject to any changes to the FCU design and materials as may be agreed by the Parties from time to time, such aggregate cost shall not exceed CAD$2,400,000, as evidenced by a statement of costs certified by an officer of ABOUND with reasonable supporting documentation and delivered together with the Performance Certificate and the Release Notice under Section 5.5.

B-2 Capital Deployment Milestones

ABOUND shall use commercially reasonable efforts to achieve the capital deployment milestones set out in Section 4.1 and Section 4.2 of the Agreement, namely the Minimum Raise of CAD$2,000,000 within 180 days following the Effective Date, the Target Raise of approximately US$3,000,000, and the 45-day Cure Period.

B-3 Site Selection and Permitting

ABOUND shall select an FCU host site and initiate permitting and engineering activities within 120 days following completion of the Minimum Raise, and shall provide H2Si with a written site selection report at that time.

B-4 Commissioning Target

The Parties shall use commercially reasonable efforts to commence commissioning of the FCU within four (4) to six (6) months following completion of the Minimum Raise, consistent with the deployment timeline summarized in the Parties' commercial materials.

B-5 Commercialization Targets

ABOUND shall use commercially reasonable efforts to achieve initial commercial hydrogen sales within twelve (12) months following FCU Success and to develop a deployment pipeline of additional Units consistent with prevailing market conditions and capital availability.

B-6 Revenue Milestone

Pursuant to Article 9 of the Agreement, the "Revenue Milestone" is the achievement of cumulative Gross Hydrogen Sales equal to or greater than US$18,000,000. Upon achievement, the Acquired Intellectual Property shall be transferred and assigned to ABOUND in accordance with Article 9.

B-7 Consequences of Missed Milestones

Subject to Article 14 of the Agreement, the failure to achieve any milestone in this Schedule B may result in adjustment of exclusivity in defined territories or fields, modification of expansion rights, or other proportionate remedies as set out in the Agreement. For greater certainty, and subject to any changes to the FCU design and materials as may be agreed by the Parties from time to time, the sole consequence of the aggregate construction and development cost of the FCU exceeding CAD$2,400,000 is that the Escrowed Shares shall not be released under Section 5.5(ii), and such excess shall not, of itself, result in any adjustment of exclusivity, modification of expansion rights, or other remedy under this Schedule B or Article 14.

SCHEDULE C

Intellectual Property Schedule

Part I – Specific Description of H2Si Technology

Any Acquired Intellectual Property, but in all cases, solely as included in the FCU at the time of achieving the FCU Success.

Part II – Specific Description of H2Si Technology

This Schedule C is intended to include all Intellectual Property comprising the H2Si Technology and the Acquired Intellectual Property, whether or not specifically listed below, and to be supplemented by a complete and current schedule prepared by H2Si and accepted by ABOUND prior to closing.

1. all patents, patent applications, provisional applications, invention disclosures, and patentable concepts owned or controlled by H2Si relating to the production of hydrogen from silicon and water (Patent Schedule to be completed and delivered within fourteen (14) days after the date of this Agreement and inserted prior to Closing);

2. Any of the following, but solely as included in the FCU or any subsequent commercial units at the time of achieving the respective unit's success (or, if no such success milestone is defined for a subsequent unit, at the time of its commercial operation) at or prior to the Transfer Date: silicon nanoparticle technology, production and preparation methods, particle size and morphology specifications, surface treatment methods, reactivity parameters, handling methods, storage protocols, activation methods, passivation methods, feedstock specifications, and quality control procedures;

3. all hydrogen generation technology, systems, and platforms based on the controlled reaction of silicon and water, including all reactor, vessel, control, and module designs;

4. all preparation and activation methods, particle size and morphology specifications, passivation methods, source-material specifications, handling and storage protocols, and quality control procedures;

5. all process controls, automation, monitoring, data capture, software, firmware, control logic, algorithms, and operating systems used in or with the H2Si Technology;

6. all technical documentation, including drawings, CAD files, specifications, test reports, validation reports, manuals, commissioning procedures, operating procedures, safety procedures, and maintenance procedures;

7. all trade secrets, know-how, formulae, methods, processes, source-material requirements, operating parameters, scale-up data, performance data, and commercialization information;

8. all H2Si Improvements;

9. all ABOUND Improvements;

10. all rights to enforce, defend, license, assign, transfer, and commercialize the foregoing rights worldwide; and

11. the third-party validation by the University of Saskatchewan referenced in the Parties' commercial materials.

SCHEDULE D

Form of Performance Certificate

PERFORMANCE CERTIFICATE

This Performance Certificate is delivered pursuant to Section 3.4 of the Technology Commercialization and License Agreement dated June 27, 2026 between ABOUND Energy Inc. and H2Si Power Incorporated (the "License Agreement"). Capitalized terms used in this Performance Certificate and not otherwise defined have the meanings given in the License Agreement.

ABOUND Energy Inc. hereby certifies, after diligent review of operational, metering, and cost data for the FCU, that FCU Success has been achieved as follows:

(d) The FCU produced hydrogen at an average daily output of [●] kg/day during the thirty (30) day continuous operating window beginning [●] and ending [●], which is within the permitted tolerance of 1,600 kg/day ±20%;

(e) The FCU operated continuously under commercial conditions for [●] consecutive days during such window, with aggregate downtime of [●]%; and

(f) The sustained operating cost of production during such window was CAD$[●] per kilogram of hydrogen, which does not exceed the US$5.00./kg threshold, calculated in accordance with Section B-1(c) of Schedule B.

Supporting data and calculations are attached hereto as Annex 1.

ABOUND ENERGY INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

H2SI POWER INCORPORATED (Acknowledged)

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

SCHEDULE E

Disclosure Schedule

This Schedule E sets out the disclosures of H2Si against the representations and warranties in Section 12.2 of the Agreement. Disclosures shall be made prior to execution and incorporated into this Schedule on the Effective Date.

Section 12.2(a) (Title): The Amerada-McKenzie Royalty as at the Effective Date up to the date of the Amerada-McKenzie Royalty Termination.

Section 12.2(c) (Authority and Consents): [None / List of required third-party consents]

Section 12.2(d) (Exclusive Licences): [None / List of exclusive licences, options, or rights of first refusal granted to any third party]

Section 12.2(f) (Infringement of Third-Party IP): [None / List of claims and notices]

Section 12.2(g) (Known Infringers): [None / List of known or suspected infringers and any pending or threatened enforcement matters]

Section 12.2(i) (Government, University, Standards Body Rights): [None / List of any institutional rights, government funding rights, RAND/FRAND or other standards-body licensing commitments]

Section 12.2(j) (IP Registrations): [None / List of patents, applications, or registrations not in good standing, abandoned, with outstanding maintenance fees, or in respect of which assignments to H2Si have not been validly executed, delivered, and filed]

Section 12.2(l) (Source Code Escrow): [None / List of source code or technical-specification escrow arrangements]

Section 12.2(m) (Open Source): [None / List of open source software incorporated into the H2Si Technology and the applicable licence terms]

Section 12.2(p) (University of Saskatchewan Validation): [None / Details of the validation arrangement with the University of Saskatchewan, including the nature of the engagement (sponsored research agreement, fee-for-service testing, faculty consulting, or otherwise), any retained rights or licences in favour of the University or its researchers, any publication or academic disclosure rights, any royalty or milestone entitlements, and any associated funding or grant terms]

SCHEDULE F

Form of Intellectual Property Assignment

For value received (as more particularly described in the Technology Commercialization and License Agreement dated June 27, 2026 between H2Si Power Incorporated and ABOUND Energy Inc. (the "**License Agreement**")), the undersigned H2Si Power Incorporated hereby irrevocably sells, assigns, transfers, conveys, and delivers to ABOUND Energy Inc. all right, title, and interest in and to the Acquired Intellectual Property, including all patents, patent applications, inventions, trade secrets, know-how, technical data, improvements, derivatives, documentation, and related rights described in Article 9 of the License Agreement.

This assignment is worldwide, perpetual, irrevocable, exclusive, royalty-free, and fully paid-up, and includes all rights to make, have made, use, sell, offer for sale, import, export, license, sublicense, commercialize, modify, improve, enforce, defend, assign, and otherwise exploit the Acquired Intellectual Property.

H2Si Power Incorporated agrees to execute and deliver all further documents and take all further actions reasonably required to evidence, perfect, register, enforce, or defend ABOUND Energy Inc.'s ownership of the Acquired Intellectual Property.

Dated: _____, 20____

H2SI POWER INCORPORATED	**Witness**
Per: _____	Per: _____
Name: _____	Name: _____
Title: _____	Title: _____
Authorized Signing Officer	Authorized Signing Officer