

The contract was signed by frank Wheatly and not release to the public on July, 2018 – BUT the sale was on Dec 2018.

## INDEPENDENT CONSULTING AGREEMENT

THIS INDEPENDENT CONSULTING AGREEMENT is effective as of July 2, 2018:

**BETWEEN:**

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3.3 Compliance with Laws. GSFC will comply with the requirements of all applicable laws and regulations of governmental agencies, including federal, provincial, municipal and local governing bodies having jurisdiction over the services described in Schedule A and will maintain adequate insurance coverage with respect to the services to be provided hereunder.

3.4 Disclosure or Use of Confidential Information. Each Party acknowledges that in the course of this Agreement, either Party will have access to and come to know the confidential information of the other Party, the disclosure of which would be highly detrimental to the best interests of the Parties only. Each Party, therefore, covenants and agrees with each other that all such confidential records, material, information and data and all trade secrets concerning the business and affairs of either Party obtained by the other Party in the course of performing its duties in this Agreement will remain the exclusive property of the respective Party and the Party Disclosing confidential information shall always remain its ownership. Further, during the term of this Agreement the Party receiving confidential Information will not divulge the contents of such confidential records or any such confidential information or trade secrets to any person, firm or company other than the Disclosing Party's authorized employees and the Receiving Party will not, , use the contents of such confidential records or such confidential information or trade secrets for any purpose whatsoever. The foregoing restrictions will not apply to information that becomes public knowledge without



*[Handwritten signature]*

breach of the receiving Party's obligations hereunder, is rightfully acquired by receiving Party from a third party without restriction on disclosure or use, or is disclosed by the Disclosing Party to a third party without restriction on disclosure or use and in such case the removal of such restriction shall be effective only from and after the date of occurrence of the applicable event. Upon termination of this Agreement, the Receiving Party shall destroy or return all the confidential information received from the Disclosing Party.

3.5 Restrictions of Trading in Securities. By virtue of this Agreement, GSFC will have access to non-public material confidential information about the Company. As a result of having such information, GSFC acknowledges that it is bound by the same restrictions regarding trading in securities of the Company as an insider of the Company.

And finally the date of the agreement to purchase the shares, I believe illegally as they are in violation of The above agreement because they WHERE using inside information that nobody had access to on Dec, 2018:

## **KARNALYTE COMPLETES RIGHTS OFFERING**

*Not for distribution to U.S. news wire services or dissemination in the United States.*

**SASKATOON, SK (CNW- December 24, 2018)** – Karnalyte Resources Inc. (“**Karnalyte**” or the “**Company**”) (TSX: KRN) today announced the successful closing of its rights offering (“**Rights Offering**”) following the expiry of the rights on December 20, 2018.

### **Highlights**

- Fully subscribed Rights Offering with 14,058,282 common shares issued for a total of approximately \$2.3 million in proceeds
- Provides additional working capital for development of Proteos Nitrogen
- Gujarat State Fertilizer and Chemicals Limited’s (“**GSFC**”) additional investment in Karnalyte demonstrates GSFC’s ongoing commitment and support of Karnalyte, Wynyard Potash and Proteos Nitrogen