

CONSULTING AGREEMENT

Between

PETRO VIKING ENERGY INC

and

INTUITIVE PTY LTD

THIS AGREEMENT is made on 1st June 2020.

BETWEEN:

PETRO VIKING ENERGY INC. – 500-5940 Macleod Trail SW, Calgary, Alberta, T2H 2G4

("Company")

AND

INTUITIVE PTY LTD of 52 Dixon Street, Malvern, Victoria 3144 Australia

("Consultant")

RECITALS:

- A.** The Company wishes to confirm the appointment of the Consultant.
- B.** The Consultant has agreed to be appointed by the Company pursuant to the terms and conditions of the Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context or subject matter otherwise requires, the following terms shall have the following meanings:

Agreement means the agreement constituted by this document and includes the recitals.

Board means the Board of Directors of the Company.

Confidential Information has the meaning given in clause 8.

Effective Date means June 1st, 2020.

Engagement means the engagement of the Consultant under this Agreement.

Term means the term of this Agreement set out in clause 3.

1.2 Interpretations

Unless the context otherwise requires, in the interpretation of this Agreement:

- (a) the singular shall include the plural and vice versa;
- (b) reference to any Party shall mean and include a reference to that Party, its successors and assigns;
- (c) references to recitals, schedules, pages and clauses are references to recitals, schedules, pages and clauses of this Agreement;
- (d) headings in this Agreement are for convenience only and shall not affect its interpretation; and
- (e) a reference to currency or \$ means Canadian dollars unless otherwise specified.

2. ENGAGEMENT

The Company engages the Consultant to perform consulting services upon the terms of this Agreement and the Consultant accepts that engagement ("**Engagement**").

3. TERM

Subject to the provisions for termination of the Engagement contained in this Agreement hereunder, the Engagement will be for a term of 24 months commencing on 1st June 2020 ("**Term**").

- 3.1 The Consultant may terminate this Agreement at any time by giving the Company not less than three month's prior notice in writing.
- 3.2 The Company may terminate this Agreement at any time by giving to the Consultant not less than three month's prior notice in writing.
- 3.3 This Agreement will be reviewed each 12 months with terms and conditions to be modified based on mutual agreement of the parties in writing.

4. DUTIES

The Consultant will assist the Board and management with its strategy for introducing and finalising new strategic and investment opportunities, assist in creating awareness and lead international investor relations for the Company. The Consultant will also assist with marketing/networking initiatives designed to bring the Company to the attention of the oil and gas investment community and investors who prefer start-ups and micro caps globally. The Consultant will also create a significant database of contacts including the Company's shareholders, interested parties, institutions and agnostic stock brokers who will receive all Company's news and offerings. Additionally, the Consultant will provide support by way of introductions for capital raisings when they occur. These services would be combined with Canadian investor relations support as the consultant is based in Melbourne, Australia.

The Consultant, or any representative thereof, will be appointed as the Vice President of Corporate Affairs and International Investor Relations of the Company until this Agreement is terminated in accordance with clause 3 hereof, unless agreed otherwise in writing by the parties. The Consultant is to be a contact point at the bottom of announcements released by the Company. Such releases or announcements will be read, edited with input from all parties prior to its release, provided that the provisions of this clause will not prevent the Company from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable laws.

The Engagement of the Consultant by the Company pursuant to this Agreement is non-exclusive to either party. The Consultant may provide similar consulting services to other companies, and the Company may engage other consultants performing similar services to those provided by the Consultant.

5. REMUNERATION

5.1 Consultant to Receive Fee

- (i) The Company will pay to the Consultant for his services a consulting fee of CAD\$6,000 per month ("Fee") payable monthly in arrears. This will be paid in shares priced at \$0.15 per share for the initial 6 months ended November 30, 2020 or no less than 3 months after the Company has completed its listing on a recognized Stock Exchange, whichever comes first.
- (ii) Additional consultancy services will require Consultant's Management and the Company's Board approval upon submission of relevant documentation, for example when handling a roadshow that requires travel, whether it be interstate or overseas. If specifically engaged to arrange a roadshow or attend on behalf of the Company expos, international meetings or exhibitions the Consultant charges CAD\$1,000 per day plus expenses up to an amount of CAD\$500 per day, being understood that any daily expenses above CAD\$500 must be pre-approved by the Company.
- (iii) At the end of each calendar month the Consultant will render an invoice to the Company.
- (iv) Upon the commencement of this Agreement, the Company shall provide to the Consultant CAD\$150,000 worth of shares in the share capital of the Company at a face value share price of CAD\$0.15 cents and a further CAD\$150,000 of warrants in the name of Peter Nesveda with a three year expiry period at a strike price of CAD\$0.20 cents. Additionally and upon the commencement of this Agreement, the Company shall also provide to Kaye Alefelder CAD\$15,000 worth of shares in the share capital of the Company at a face value share price of CAD\$0.15 cents and a further CAD\$15,000 of warrants in the name of Kaye Alefelder with a three year expiry period at a strike price of CAD\$0.20 cents.

- (v) Shares and Warrants of the Company are to be issued in the names of:

Mr Peter Nesveda
52 Dixon Street
Malvern, Victoria, Australia, 3144

Kaye Alefelder
2/12 Learmonth Street
Heidelberg, Victoria, Australia, 3084

5.2 **Introducer's Fee**

Should the Consultant introduce investors who subscribe for shares or debt instruments issued by the Company, an agreed introducers fee in line with Canadian Securities Regulations will be offered to the Consultant on a case by case basis.

The Consultant, upon acceptance by the Company, can request the introducer's fee to be paid in cash or in shares and warrants of the Company, or a combination of both.

6. **REIMBURSEMENT OF EXPENSES**

On provision of a detailed summary expense account and of all documentary evidence reasonably required by the Company, the Company will reimburse the Consultant for all reasonable travelling, accommodation and general expenses incurred by the Consultant in the performance of his duties in connection with the business of the Company up to CAD\$500. The Consultant will submit an expense account whenever the cost of such expenses reaches CAD\$2,500 and any expenses to be incurred over CAD\$500 must have Board's approval prior to commitment.

7. **TRAVELLING**

During the term of this Agreement, the Consultant agrees to travel for and on behalf of the Company as required by the Board and Management in consultation with the Consultant. A visit to Canada twice per year timed around specific events and tasks eg: expos, site visit, road shows or milestone events is to be paid in full by the Company. The Consultant agrees to travel on the most economical fares and stay at reasonably priced accommodation.

8. **CONFIDENTIAL INFORMATION**

The Consultant acknowledges that:

- (a) all trade and business secrets, and other information and documents which are not generally known or available or not already known or available to the Consultant at the time of disclosure (other than through the Company's disclosure and without breach of this clause 8) but which relate to the affairs or business of the Company or any person with whom the Consultant comes into contact as a result of this Agreement, or which come into the Consultant's possession in the course and by reason of the Engagement, whether or not the same were originally supplied by the Company, are confidential ("**Confidential Information**");

- (b) it will not, at any time, use or disclose to any person or otherwise permit any person to access or use any Confidential Information, except with the prior written consent of the Company or as specifically required in the performance of the Engagement. The Consultant agrees to communicate to the Company all Confidential Information it may obtain or receive in the course of rendering the consulting services pursuant to this Agreement;
- (c) Upon termination of this Agreement, for any reason whatsoever, the Consultant will deliver to the Company all copies of the Confidential Information, including, without limitation, any documentation, records, listings, notes, data, sketches, drawings, memoranda, models, accounts, reference materials, samples, machine-readable media and equipment which in any way relate to the Confidential Information, without retaining any copies.
- (d) The Company have spent and will spend effort and money in establishing and maintaining its customer base, employee skills and the Confidential Information. Accordingly, it is reasonable that the Consultant should enter into the representations and warranties contained in this Agreement and, if the Agreement is terminated, the Consultant will continue to be bound by the restrictions set out in clauses 8 and 9 which shall survive the termination of this Agreement.

9. CONFIDENTIALITY

The Consultant represents and warrants that he will not, either during the Engagement or at any time afterwards except in the proper course of the Consultant's duties under this Agreement or as required by law or by the Company, use or disclose to any person any Confidential Information, and the Consultant will use his best endeavours to prevent the unauthorised use or disclosure of Confidential Information by third parties.

10. VARIATION

This Agreement will not be changed or modified in any way after it has been signed except in writing signed on behalf of the Company and by the Consultant.

11. GOVERNING LAW

This Agreement is governed by, takes effect and will be construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been duly executed and delivered by their duly authorized representatives as of the Effective Date stated above.

Executed by Petro Viking Inc. by or in the presence of:

Signature of CEO

Lars Glimhagen

~~Name of Director in full~~
Name of CEO

Executed by Intuitive Pty Ltd by or in the presence of: