

CONSULTING AGREEMENT

THIS AGREEMENT is dated June 1, 2024,

BETWEEN:

YORK HARBOUR METALS INC., a company incorporated under the laws of British Columbia, with a corporate address at 3012 Murray Street, Port Moody, British Columbia, , V3H 1X2

(the "**Company**")

AND:

BRANDON SCHWABE, a business person residing at XXXXXX, XXXXX, British Columbia, XXXX

(the "**Consultant**")

WHEREAS:

(A) The Company wishes to engage the Consultant to provide the services set out in Schedule "A".

NOW THEREFORE in consideration of the premises and mutual agreements set out below, the Company and the Consultant agree as follows:

1. Term

The term of this Contract shall commence on **June 1, 2024** and shall continue until terminated in accordance with Section 9.

The Consultant understands and agrees that the terms of this Contract in Sections: 5. (Independent Consultant), 6. (Confidentiality), 7. (Return of Materials), 8. (Non-Solicitation of Clients & Employees), 10. (Liability & Indemnification) and 11. (General), shall survive the termination of the other provisions of this Contract.

2. Services

The Consultant shall provide the services described in Schedule "A".

3. Fees

The fee for the services performed under this Contract shall be paid at the rate of:

- CAD \$5,000 per month; and

- The Consultant shall be eligible to participate in the Company's Stock Option Plan.

The Consultant will invoice the fee payable by the Company on a monthly basis, at the end of each month following the services rendered.

4. Expenses

The Company will reimburse the Consultant for company related expenses. The Consultant's expense reports shall attach receipts with explanations for any expenses submitted for reimbursement.

5. Independent Consultant

The Consultant shall provide all services under this Contract as an independent contractor, and nothing in this Contract shall be construed so as to constitute the Consultant as an agent, employee or representative of the Company.

The Consultant is responsible for the deduction and remissions of income tax, CPP and EI in respect of any employees retained by the Consultant to perform the services under this Contract. Furthermore, if these amounts are not remitted, the Consultant will indemnify and hold harmless the Company from and against any claim for taxes, penalties and for withholding of funds by the CCRA, the EI Commission, the Canada Pension Commission, the Workers Compensation Board, the British Columbia Employment Standards Branch or any other government agency with respect to any amount found to be payable by the Company to such commission or agency in respect of the Consultant or its employees' work under this Contract and any legal fees incurred by the Company in defending such claims.

6. Confidentiality

The Consultant has duty to maintain in strict confidence all information known or used by the Company or any of its clients. Specifically, the Consultant will during the course of this Contract and afterward, keep confidential and refrain from using, directly or indirectly, all information known or used by the Company in its activities, including, but not limited to:

- all of the Company's confidential and proprietary information;
- any financial information, including the Company's costs, sales, income, profits, salaries and wages;
- information concerning business opportunities, client and customers of the Company, including all projects, ventures or joint ventures considered by the Company, whether or not pursued;
- any and all oral, written, electronic or other communications and other information disclosed or provided by the Company, including any and all analyses or conclusions drawn or derived therefrom;

(the "**Confidential Information**").

Confidential Information shall not include information that:

- is publicly available (other than as a result of a breach of this Contract); or

- is known by the Consultant prior to entering into this or any prior employment, contract or agreement with the Company or its affiliates.

The Consultant shall keep all of the Confidential Information in confidence and will use the Confidential Information solely for the purposes of performing the services set out in this Contract, and will not without the Company's prior written consent, disclose any Confidential Information to any person or entity.

Further, the Consultant acknowledges that the Company receives confidential or proprietary information from third parties for certain limited purposes in the ordinary course of its business. The Consultant agrees to hold such information in the strictest confidence and not to use such information for the benefit of anyone other than the Company or such third party, without the express authorization in writing from the Company.

7. Return of Materials

The Consultant agrees to return to the Company, immediately upon termination or expiry of this Contract, all plans, data, documents, specifications, business documents, records, files and all other material containing or disclosing Confidential Information including copies of these items, however made or obtained and will delete any electronic copies or files of any such information.

The Consultant also agrees at any time following termination of this Contract, that it will not use the Company's name or any Confidential Information to promote directly or indirectly the business of the Consultant or any third party, and will not disclose any Confidential Information to any third party.

8. Non-Solicitation of Clients & Employees

The Consultant also agrees that during the term of this Contract and for a period of 12 months immediately following the termination of this Contract, the Consultant will not, directly or indirectly, solicit:

- any current, or prospective, customer, client, supplier or any other person, firm or corporation in the habit of dealing with the Company, for the purpose of buying from, selling or supplying to such customer, client, supplier, person or firm any products or services which are competitive with the Company's business; or
- induce or attempt to induce any person(s) to terminate their employment or consulting agreement with the Company.

9. Termination of Contract

It is agreed that termination of this Contract shall be possible on the following basis:

- at any time with the mutual written consent of both parties, or
- at any time by the Company, without prior notice to the Consultant, if at any time there has been a material breach of the terms of this Contract by the Consultant, or
- at any time by either party on providing 90 days written notice.

10. Liability and Indemnification

The Consultant shall be liable to the Company for all losses, costs, damages and expenses whatsoever which the Company may sustain, pay or incur as a result of, or in connection with, any breach by the Consultant of any of the Consultant's obligations, covenants or agreements set forth in this Contract.

The Consultant shall indemnify and save harmless the Company of and from all manner of action, causes of action, proceedings, claims, demands and expenses whatsoever which may be brought or made against the Company or which the Company may sustain, pay or incur as a result of or in connection with any breach by the Consultant of the Consultant's obligations, covenants or agreements set forth in this Contract.

The Company shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Consultant in the performance of this Contract.

11. General

It is specifically agreed that this Contract, shall not be construed as an agreement by the Company to directly engage as an employee any officer, employee or consultant of the Consultant.

The Consultant agrees to abide, and cause its employees and consultants to abide by the terms of this Contract and all of the Company's policies and security and safety regulations.

This Contract will be governed by the laws of British Columbia.

Any amendment to this Contract shall be in writing signed by the Company and the Consultant.

12. Acceptance

By signing below, the Company and the Consultant acknowledge and accept the terms and conditions of this Contract.

YORK HARBOUR METALS INC.

Per:

Authorized Signatory

Per:

BRANDON SCHWABE

Schedule "A"

Consulting Services

The Consultant's shall serve as Chief Financial Officer of the Company, under the direction of the Board of Directors of the Company.