

Phoenix Gold Resources Corp.
Suite 1518 - 800 West Pender Street
Vancouver, British Columbia
V6C 2V6

Penilla Klomp

XXXXXX,

XXXXXXXX, XXX, XXX

XXX

Re: Consulting Services Contract

This letter will confirm the terms of a contract between **PENILLA KLOMP** (the "**Consultant**") and **Phoenix Gold Resources Corp.** ("**PXA**").

1. Term

The term of this Contract shall commence on **February 1, 2022** and shall continue until terminated.

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:

- **CDN \$3,000** per month plus GST.

The **Consultant** will invoice the fee payable by **PXA** on a monthly basis. The **Consultant's** invoices shall:

- attach original receipts with explanations for any expenses submitted for reimbursement;
- show GST as a separate line item.

4. Expenses

PXA will reimburse the **Consultant** for any company related expenses.

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 **PXA**.

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 **PXA** 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 **PXA** to such commission or agency in respect of the Consultant or its employees' work under this Contract and any legal fees incurred by **PXA** in defending such claims.

The Consultant will comply with all applicable health and safety regulations including the *Workers Compensation Act*. On request the Consultant will provide evidence of registration and good standing under the *Workers Compensation Act*.

6. Confidentiality

The **Consultant** has duty to maintain in strict confidence all information known or used by **PXA** 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 **PXA** in its activities, including, but not limited to:

- all of **PXA's** confidential and proprietary information;
- any financial information, including **PXA's** costs, sales, income, profits, salaries and wages;
- information concerning business opportunities, client and customers of **PXA**, including all projects, ventures or joint ventures considered by **PXA**, whether or not pursued;
- any and all oral, written, electronic or other communications and other information disclosed or provided by **PXA**, 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 **PXA** 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 **PXA's** prior written consent, disclose any Confidential Information to any person or entity.

Further, the **Consultant** acknowledges that **PXA** 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 **PXA** or such third party, without the express authorization in writing from **PXA**.

7. Return of Materials

The **Consultant** agrees to return to **PXA**, 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 **PXA'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 **PXA**, 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 **PXA's** business; or
- induce or attempt to induce any person(s) to terminate their employment or consulting agreement with **PXA**.

9. Termination of Contract

It is agreed that early 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 **PXA**, 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 **PXA** for all losses, costs, damages and expenses whatsoever which **PXA** 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 **PXA** of and from all manner of action, causes of action, proceedings, claims, demands and expenses whatsoever which may be brought or made against **PXA** or which **PXA** 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.

PXA 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 **PXA** 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 **PXA'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 **PXA** and the **Consultant**.

12. Acceptance

By signing below the **Consultant** acknowledges and accepts the terms and conditions of this Contract.

Phoenix Gold Resources Corp.

Per:

Authorized Signatory

ACCEPTED AND AGREED TO THIS 1st DAY OF February, 2022. THE CONSULTANT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS SET OUT IN THIS CONTRACT:

Signature of Consultant or Consultant's Authorized Signatory

Schedule "A"

Consulting Services

- Administrative & Office services to **PXA** under the direction of the Board of Directors and the **Executive Officers** of **PXA**.