

INVESTOR RELATIONS CONSULTING AGREEMENT

THIS INVESTOR RELATIONS CONSULTING AGREEMENT (the "Agreement") dated for reference the 1st day of May, 2022.

BETWEEN:

Musk Metals Corp., a company incorporated under the laws of the province of British Columbia, having an office at #2905-700 West Georgia St. Vancouver, British Columbia, Canada V7Y 1C6

(the "**Company**")

AND:

Brent Rusin, with an address at *Redacted*

(the "**Consultant** ")

WHEREAS:

- A. The Company is a reporting issuer in the provinces of British Columbia, Alberta and Ontario and has its common shares listed on the Canadian Securities Exchange (the "**Exchange**");
- B. The Company is engaged in the acquisition, exploration and development of various mineral claims located in Canada;
- C. The Company wishes to retain the services of an investor relations consultant to assist the Company in disseminating information with respect to the Company and its activities to existing and potential shareholders, primarily in North America, and to keep the investment community informed with respect to the activities of the Company; and
- D. The Consultant, is in the business of providing, and has the necessary personnel, experience and expertise to provide, investor relations services to companies and has agreed to provide same to the Company on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the Company and the Consultant (collectively, the "**parties**" and each a "**party**") agree as follows:

1. ENGAGEMENT

- 1.1 The Company hereby retains and engages the Consultant, and the Consultant hereby accepts such retainer and engagement, to perform the services set forth in Section 2 of this Agreement on the terms and conditions hereinafter set forth.

- 1.2 The term of this Agreement will be the period commencing on May 1, 2022 and ending on May 31, 2022 (the "**Term**") to be renewed monthly unless otherwise terminated as set forth herein.

2. SERVICES

- 2.1 The Consultant will provide the following investor relations services to the Company:

- (a) advising the Company with respect to, and overseeing, the preparation of informational materials with respect to the Company and its projects for dissemination to existing and potential shareholders;
- (b) representing the Company to, and communicating with, existing and potential retail and institutional shareholders and investors and providing information and materials with respect to the Company and its activities and products to such existing and potential shareholders and investors;
- (c) generally increasing the public's awareness of the Company, its activities and its products and services;
- (d) providing opportunities for representatives of the Company to meet with representatives of investment and brokerage firms to raise awareness of the Company's activities;
- (e) assisting in obtaining, developing and maintaining contacts with other persons or companies who might assist in developing and meeting the business objectives of the Company;
- (f) implementing and coordinating dissemination programs to put information with respect to the Company and its activities and programs into the hands of existing and potential shareholders and investors;
- (g) dissemination of presentations with respect to the Company and its activities and products at investor conferences, trade shows and similar venues; and
- (h) providing such other investor relations services as may be requested by the Company from time to time and as are reasonably within the expertise and experience of the Consultant (collectively, the "**Services**").

- 2.2 For greater certainty, the Consultant and the Company confirm and agree that any one or more of the precise Services to be rendered by the Consultant as set out in Subsection 2.1 may be reasonably extended or curtailed by the Company upon reasonable notice in writing from time to time as its sole

discretion.

- 2.3 In connection with the provisions of the Services hereunder, the Consultant will report to the Chief Executive Officer of the Company ("**CEO**") , or such individual(s) as may be designated by the CEO or the board of directors of the Company (the "**Board**") from time to time.
- 2.4 The Consultant will provide the required Services hereunder in a good and workman-like manner, to the best of his ability and using his best efforts, skill and judgment in accordance with good and prudent business and public company disclosure practices and in accordance with all applicable laws and regulations, the rules, policies and national and multilateral instruments of applicable securities commissions, and the rules and policies of applicable stock exchanges.
- 2.5 The Consultant understands and confirms that all materials prepared or utilized by him in connection with the Services are subject to the prior review and approval by the Company and may need to be filed with the Exchange, and the Consultant agrees not to use any marketing, promotional or informational materials in connection with the Services that have not been so reviewed, approved and filed.
- 2.6 The Consultant acknowledges that he has reviewed and is familiar with the Exchange policies that are relevant to the Services to be provided by the Consultant under this Agreement, as well as the relevant provisions of the *Securities Act* (British Columbia) related to dealing with or trading in securities while in possession of undisclosed material information or informing others of such undisclosed material information.
- 2.7 Concurrently with the execution of this Agreement by the Consultant, he will deliver to the Company a duly executed Exchange Form 3 - Personal Information Form for such person as required by the policies of the Exchange.
- 2.8 The Consultant's office is located in Garden Bay, British Columbia, and he will perform the Services primarily from such office. However, the Consultant will travel to, and be present and perform the Services at, such other locations for such frequency, and for such duration, as may be considered to be appropriate by the CEO for the proper and timely performance of the Services (provided that the expenses of such travel will be reimbursed in accordance with Subsection 3.2 of this Agreement). The Consultant acknowledges that it is the Consultant's responsibility to provide all required office space, telephones, office supplies and other equipment and materials required in order to perform the Services.

- 2.9 The Consultant will defend, indemnify and save harmless the Company, and its directors, officers and employees, from and against any and all losses, expenses, suits, actions, causes of action, liabilities, obligations, damages and costs made or brought against or suffered, incurred, or borne by any of the Company, or its directors, officers, or employees, and arising out of or resulting from or in any way related to or caused by the failure of the Consultant, to carry out, provide and render the Services in accordance with all applicable laws and regulations and the instruments, rules and policies of applicable stock exchanges and securities commissions.

3. COMPENSATION AND EXPENSES

- 3.1 As the sole consideration for the Services to be rendered by the Consultant hereunder, the Company will:
- (a) pay to the Consultant a consulting fee (the "**Consulting Fee**") of \$2,500 per month;
 - (b) subject to the Consultant entering into a stock option agreement to be provided by the Company, grant to the Consultant 250,000 incentive stock options which will vest 25% every three months from the date of the grant (the "**Stock Options**") pursuant to the Company's incentive stock option plan (the "**Plan**"). The Stock Options will entitle the Consultant to acquire an aggregate of 250,000 common shares of the Company at an exercise price based upon the stock price on the date prior to the grant, for a period of one year (subject to compliance with the terms of the Plan, Exchange policies and all applicable laws and regulations).
- 3.2 The Company will, on a monthly basis (or as otherwise agreed by the Company and the Consultant), pay or, if paid by the Consultant, will reimburse the Consultant for, all reasonable out-of-pocket costs incurred by the Consultant in connection with the provision of the Services, provided that such costs have been approved in advance by the Company and are supported by invoices or receipts.
- 3.3 The Consultant represents and warrants to the Company that it is, and that it will immediately advise the Company if, at any time during the Term, it ceases to be an "accredited investor" as defined in: Rule 501(a) under Regulation D under the *Securities Act of 1933*, as amended, in the United States; or National Instrument 45-106 *Prospectus Exemptions*, in Canada. The Consultant acknowledges and agrees that, as a condition precedent to the grant to the Consultant of the Stock Options hereunder, the Consultant must, at such time and at the time of exercise of the Stock Options, be an "accredited investor" as so defined in Canada, and if requested by the Company, will deliver all such documentation as may be necessary to establish, to the satisfaction of the Company, the status of the Consultant as such.

4. RELATIONSHIP OF THE COMPANY AND THE CONSULTANT

- 4.1 The Company acknowledges that, subject to the provisions of this Agreement, during the Term, the Consultant will engage in other business activities for gain, profit or other pecuniary advantage, including without limitation, the provision of services to other public and private companies similar or identical to the Services provided under this Agreement. However, the Consultant will devote not less than fifty percent (50%) of his working time and effort (measured on an average basis over the Term) in the performance of the Services.
- 4.2 The Consultant will perform all Services under this Agreement as an independent contractor, and will not, in the performance of Services hereunder, be considered for any reason to be, nor will the Consultant hold himself out to be, an agent, partner, employee, representative or servant of the Company by virtue of this Agreement.

5. TERMINATION

- 5.1 This Agreement will terminate upon any one or more of the following events:
- (a) upon written notice to the Consultant from the Company upon the occurrence of any of the following events:
 - (i) the Consultant commits an act of bankruptcy, is adjudicated a bankrupt or otherwise becomes subject to the provisions of the Bankruptcy and Insolvency Act (*Canada*) or under analogous foreign law, or if a receiver, liquidator or receiver manager is appointed for the assets or business of the Consultant,
 - (ii) the Consultant, in the reasonable opinion of the Board, performs any of the Services, or otherwise takes any actions which violate, or could reasonably be considered to violate, any applicable laws and regulations, the rules, policies and national and multilateral instruments of applicable securities commissions, or the rules and policies of applicable stock exchanges,
 - (iii) the Consultant, in the reasonable opinion of the Board, takes any actions or performs any of the Services in a manner which does, or which could or might reasonably be considered to, bring the reputation of the Company into disrepute or harm the Company in the view of the investing public or of any applicable securities regulator or stock exchange,
 - (iv) substantially all of the assets of the Company are sold,

- (v) a majority of the outstanding common shares of the Company are sold, exchanged or otherwise disposed of in a single series of related transactions, or
- (vi) the Company is merged or consolidated in a transaction in which its shareholders receive less than fifty percent (50%) percent of the outstanding voting shares of the new or continuing corporations;
- (b) there is complete or substantially complete refusal by the Consultant to render the required Services hereunder;
- (c) the Consultant, in the reasonable judgment of the Board, is unable to or does not efficiently and competently perform and carry out the required Services hereunder and has not remedied any such deficiency, to the reasonable satisfaction of the Board, within ten (10) business days of being notified of any such deficiency; or
- (d) at the election of either party, upon one party giving no less than fifteen (15) days written notice to the other party of its intention to terminate this Agreement.

5.2 Upon the termination of this Agreement, for any reason whatsoever, all of the liabilities, obligations and rights of the Consultant and the Company will cease as of the effective date of such termination, except for the provisions of Sections 6, 7 and 8, each of which will survive any termination of this Agreement.

5.3 No compensation is payable to the Consultant by the Company, or by the Consultant to the Company, as the result of the termination of this Agreement for any reason whatsoever.

6. CONFIDENTIAL INFORMATION

6.1 The Consultant will, notwithstanding any breach or alleged breach of this Agreement:

- (a) hold in secrecy, as trustee or custodian for the Company and for the Company's exclusive benefit and use, all Confidential Information (as defined below), whether or not discovered, made or contributed to, in whole or in part, by the Consultant;
- (b) not divulge, any Confidential Information to any person or persons, without the previous written consent of the Company except as reasonably necessary for the Consultant, or any of its directors, officers and employees to perform the Services, and then only to the extent required under the specific circumstances; and

- (c) not use or attempt to use, any Confidential Information that the Consultant, may acquire in the course of rendering the Services hereunder for his own benefit, directly or indirectly, or for the benefit of any other person.

6.2 For the purposes of this Agreement, the term "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company or its affiliates, clients or suppliers, and is confidential or proprietary to, about or created by the Company or its affiliates, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

- (a) information relating to the Company's business and operations, including strategies, research, communications, business plans, and financial data of the Company;
- (b) any information of the Company which is not readily publicly available;
- (c) work product resulting from, or related to, work or projects performed for, or to be performed for, the Company or its affiliates, including, but not limited to, the methods, processes, procedures, analysis and techniques used in connection therewith;
- (d) any intellectual property contributed to the Company, and any other technical and business information of the Company or its affiliates which is of a confidential, trade secret and/or proprietary character;
- (e) information relating to Company personnel, financial information, client names, supplier names and other supplier information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company's business;
- (f) current and potential customer information, including, but not limited to, details regarding the contact information for, and purchases and requirements of, such customers;
- (g) all information that becomes known to the Consultant as a result of this Agreement or the Services performed hereunder that the Consultant, acting reasonably, believes is confidential information; and

- (h) all information that: (i) is used or may be used in business or for any commercial advantage; (ii) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; (iii) is the subject of reasonable efforts to prevent it from becoming generally known; and (iv) the disclosure of which would result in harm to the Company or improper benefit to the Consultant or other persons,

provided that Confidential Information does not include any of the following:

- (i) the general skills and experience gained by the Consultant through the provision of the Services that the Consultant could reasonably have been expected to acquire in similar retainers or engagements with other companies;
- (j) information publicly known without breach of this Agreement or similar agreements; or
- (k) information, the disclosure of which by the Consultant is required to be made by any law, regulation, governmental authority or legal process of discovery (to the extent of the requirement), provided that before disclosure is made, written notice of the requirement is provided to the Company, and to the extent reasonably possible in the circumstances, the Company is afforded an opportunity to dispute the requirement.

6.3 All documents, records, notebooks, work papers, notes, memoranda, studies, compilations, analyses and similar repositories of or containers of Confidential Information, made or compiled by the Consultant (in whatever form, including paper, photographic, electronic, digital, machine-readable or otherwise) at any time during the Term or made available to the Consultant, during or prior to the Term by the Company or any subsidiary of the Company, including any and all copies thereof, will be the property of the Company or such subsidiary, as the case may be, and belong solely to the Company or such subsidiary, as the case may be, and will be held by the Consultant, in trust and solely for the benefit of the Company or such subsidiary, as the case may be.

6.4 Upon termination of this Agreement, for any reason whatsoever, the Consultant will, in a timely manner and at the request of the Company, surrender to the Company:

- (a) all Confidential Information in his possession or in the possession of any person or other entity under his control;
- (b) any property and other things of value in his possession or in the possession of any person or other entity under his control and which

contain, relate to or are derived from or based upon, directly or indirectly, any Confidential Information or to the business or operations of the Company; and

- (c) whether in written, photographic, electronic, or other form and howsoever stored (including on compact disc, DVD, memory stick or any computer hard drive or other electronic storage media), and will ensure that neither the Consultant, retains any copies thereof.

6.5 The provisions of this Section 6 will be binding upon the Consultant during the Term and for a period of one (1) year after the termination of this Agreement for any reason.

7. ARBITRATION

7.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity of the Agreement, or any deadlock or inability of the parties to agree on a course of action to be taken hereunder, will be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre in effect at the commencement of any such arbitration.

7.2 The parties agree that:

- (a) the appointing authority will be the British Columbia International Commercial Arbitration Centre;
- (b) the case will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its rules in effect at the commencement of arbitration;
- (c) the place of arbitration will be Vancouver, British Columbia;
- (d) the number of arbitrators will be one; and
- (e) the language used in the arbitral proceedings will be English.

7.3 The arbitrator's fees will be paid by both parties in equal parts during the course of the arbitration but upon final decision of the dispute, the defeated party will pay all costs and reimburse all arbitration costs, including the amounts paid by the prevailing party, subject to the contrary decision of the arbitrator.

8. THE COMPANY'S REMEDY FOR BREACH AND RIGHT TO INJUNCTION

- 8.1 The Consultant and the Company agree that damages in the event of breach of Section 6 of this Agreement would be difficult, if not impossible, to ascertain, and the Consultant and the Company therefore agree that the Company, in addition to and without limiting any other right or remedy the Company may have on account of such breach or threatened breach, will have the right to an injunction or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by the Consultant. The existence of this right to an injunction or other available equitable relief will not preclude the Company from pursuing any other rights and remedies at law or in equity, which the Company may have, including recovery of damages.

9. NON WAIVER

- 9.1 The failure of the Company to insist upon adherence to any one or more of the terms of this Agreement on one or more occasions will not be construed as a waiver of any such term by the Company or deprive the Company of the right to require strict compliance thereafter with the same or any other term of this Agreement.

10. SEVERABILITY

- 10.1 If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and restrictions or portions thereof will remain in full force and effect, and if the invalidity or unenforceability is due to the unreasonableness of time, such covenants and restrictions will be effective for such period of time as may be determined to be reasonable by a court of competent jurisdiction.

11. ASSIGNMENT

- 11.1 The obligations and rights of the Consultant under this Agreement are personal and may not be assigned or transferred.
- 11.2 The obligations and rights of the Company under this Agreement may not be assigned or transferred without the prior written consent of the Consultant first being obtained.

12. NOTICES

- 12.1 Any notice or other communication to be given under this Agreement will be in writing and will be addressed to the party to receive same at the address for such party set out on page one of this Agreement. All notices will be given personally or delivered by prepaid courier delivered to the party to receive same and will be deemed to have been given and received on the day of delivery.
- 12.2 Any party may at any time give notice in writing to the other party of a change in its address for the purposes of this Section 12.

13. GENERAL

- 13.1 The parties will each do, or cause to be done, all acts or things necessary to implement and carry into effect this Agreement to the full extent contemplated hereby.
- 13.2 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered, or taken into account, in considering the terms or provisions of this Agreement, nor to be deemed in any way to qualify, modify or explain the effect of any such terms or provisions.
- 13.3 This Agreement constitutes the entire agreement among the parties hereto in relation to the subject matter hereof and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether verbal or written, expressed or implied, statutory or otherwise among the Consultant and the Company with respect to the subject matter herein.
- 13.4 This Agreement may be executed by the parties in any number of counterparts and may be executed and delivered originally, by facsimile or by electronic transmission in Portable Document Format ("**PDF**") and each such original, facsimile copy or PDF copy executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement.
- 13.5 This Agreement may only be changed or modified by an agreement in writing signed by the parties hereto.
- 13.6 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.

14. REGULATORY ACCEPTANCE

- 14.1 If required by the rules and policies of the Exchange, this Agreement, and the rights and obligations of the parties hereunder, including but not limited to the requirement to pay the Consulting Fee and grant the Stock Options, is subject to Exchange acceptance on behalf of the Company. The Company agrees to use its commercially reasonable best efforts to secure such Exchange acceptance of the Agreement, if so required.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the Company and the Consultant have each executed this Agreement as of the day and year first above written.

MUSK METALS CORP.

Per: "Nader Vatanchi"
Authorized Signatory

Signed, sealed and delivered by
Brent Rusin in the presence of:

"Nick Horsley"
Signature

Nick Horsley
Name

Redacted
Address

Consultant
Occupation

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"Brent Rusin"
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