

SERVICES AGREEMENT

THIS AGREEMENT is made as of the ___ 8th ___ day of _ March _____, 2024 (the “**Effective Date**”)

BETWEEN

STALLION URANIUM CORP., a body corporate formed pursuant to the laws of the Province of British Columbia, having an office in the City of Vancouver, in the Province of British Columbia

(the “**Contractor**”)

AND

GLORIOUS CREATION LIMITED, a body corporate formed pursuant to the laws of British Columbia, having an office in the City of Vancouver, in the Province of British Columbia

(the “**Company**”)

WHEREAS:

- A. the Company and the Contractor have entered into a purchase and sale agreement dated March 8th, 2024, pursuant to which the Contractor agreed to sell, transfer and assign to the Company and the Company agreed to purchase and acquire from the Contractor, all of the Contractor’s legal and beneficial right, title and interest in and to the mineral claims set out in Schedule “A” attached thereto (collectively, the “**Properties**”);
- B. the Company desires to retain the Contractor to provide the Services (as defined herein) at and for the benefit of the Properties and any such other future sites as agreed to in writing between the Company and the Contractor (collectively, the “**Sites**”); and
- C. the Contractor has the technical staff, capacity qualifications, and resources to perform the Services and desires to perform the Services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. **Services.** The Contractor shall perform the services (the “**Services**”) to or for the benefit of the Company in accordance with the scope of work (the “**Scope of Work**”) set out in project orders (each of which is a “**Project Order**” and which shall be substantially in the form set out in Schedule “A” attached hereto) entered into from time to time pursuant to this Agreement. Neither party is obligated to enter into any Project Order. The Company is not required to request any minimum volume of work from the Contractor. If there is a conflict between this

Agreement and a Project Order, this Agreement shall prevail except to the extent that the Project Order specifically refers to the conflicting provision and overrides it.

2. **Representatives.** Each of the Company and the Contractor shall appoint a representative (each a “**Project Order Representative**”) authorized to act on their behalf with respect to the requirements within a given Project Order. The Contractor’s Project Order Representative shall be fully responsible for the management and direction of the performance of Services on behalf of the Contractor.
3. **Contractor’s Personnel.** In this Agreement, “**Contractor’s Personnel**” means the Contractor’s Project Order Representative and the Contractor’s and its affiliates’ employees, agents, contractors and other representatives who provide Services under this Agreement. The Contractor shall cause the Contractor’s Personnel to comply with the Contractor’s obligations under this Agreement and to, at its cost, maintain at all times during the term of this Agreement the professional licensing necessary for it and the Contractor’s Personnel to perform the Services.
4. **Access to Company Premises.** During the term of this Agreement, the Company shall grant to the Contractor access to those portions of the Site(s) and other premises of the Company (collectively, the “**Company Premises**”) as is necessary for the Contractor to perform its obligations under this Agreement.
5. **Information.** The Contractor shall keep the Company informed of the Contractor’s progress on the Services (including all material problems encountered) and shall provide the Company with all documents, software, screen shots and other information relating to the Services as requested from time to time.
6. **Fees and Reimbursement of Expenses.** The Company shall pay the Contractor the fees set-out in each Project Order on the dates and in the manner set out in each Project Order (the “**Fees**”), plus any applicable sales or goods and services taxes and any expenses the Company has pre-approved in writing.
7. **Invoicing and Payment.** Unless the Project Order says otherwise, the Contractor shall invoice the Company quarterly for Services performed in accordance with the Scope of Work, and the Company shall pay all undisputed invoices within fifteen (15) days of receipt.
8. **Confidentiality.** The Contractor shall (and shall cause the Contractor’s Personnel to) keep the Protected Information strictly confidential, and shall not:
 - (a) use, duplicate, transfer, publish, transmit, modify, reverse-engineer or take any benefit from it except as required to perform the Services; or
 - (b) disclose any Protected Information to anyone unless the Company consents or unless the Contractor is required by law or court order to do so; or
 - (c) directly or indirectly assist or encourage any third party to do any of the above activities.

If the Contractor is required to disclose Protected Information by law or court order, the Contractor shall provide the Company with sufficient advance notice to enable the Company the opportunity to contest the disclosure or obtain a protective order and the Contractor shall

strictly limit such disclosure to the Protected Information which the Contractor is advised, in writing, by legal counsel as being legally required to be disclosed.

The Contractor agrees that upon written request by the Company that it shall promptly return to the Company or permanently destroy and delete all Protected Information and any and all copies thereof in its possession.

In this Agreement:

“Confidential Information” means:

- (i) all information and data relating to the Company or to the Company’s business, strategies, pricing, personnel, customers, suppliers, products or services; and
- (ii) all information belonging to third parties in respect of which the Company owes any obligation of confidentiality;

whether in oral, written or electronic form, and whether or not any of the foregoing information is identified as being confidential, but excludes the Excluded Information.

“Excluded Information” means information that the Contractor proves:

- (i) was lawfully in its possession before receiving it from the Company;
- (ii) was provided in good faith to the Contractor by a third party without breaching any of the Company’s rights or any rights of a third party;
- (iii) is or becomes generally available to the public through no fault of the Contractor; or
- (iv) is independently developed by the Contractor without reliance upon Confidential Information.

“Personal Information” means any information about an identifiable individual (including an employee, customer, supplier, director, officer or shareholder of the Company) that the Contractor obtains from the Company or through its provision of the Services, regardless of whether the information is Confidential Information.

“Protected Information” means Confidential Information and Personal Information.

9. **Term.** This Agreement shall commence on the Effective Date and continue for a minimum of one (1) year (the **“Initial Term”**). Unless either party provides thirty (30) days’ notice in writing to the other party of the notifying party’s intention to not continue this Agreement upon expiration of the Initial Term, this Agreement will continue indefinitely following the expiration of the Initial Term until terminated in accordance with the terms of this Agreement.
10. **Termination.** Either party, at its option and without prejudicing any other rights it may have under this Agreement, may terminate this Agreement:
 - (a) if the other party:
 - (i) breaches any of its obligations under this Agreement in any material respect;
 - (ii) makes a general assignment for the benefit of creditors;

- (iii) makes a written admission of its inability to pay its debts or obligations as they become due;
 - (iv) on becoming bankrupt or insolvent, takes the benefit of any law in force for the bankrupt or insolvent debtor; or
 - (v) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of its business or its assets; or
- (b) at any time following the expiration of the Initial Term by giving thirty (30) days' notice in writing to the other party.

The Company may terminate any Project Order, at any time by giving thirty (30) days' notice in writing to the Contractor.

11. **Suspension.** The Company may, for its convenience, upon not less than five (5) business days written notice to the Contractor, direct the Contractor to suspend performance of all or any part of the Services under a Project Order, and the Contractor shall comply promptly with that notice. During such five (5) business days, the parties agree to negotiate in good faith to determine a course of action with regards to, amongst other things, the re-allocation of the Contractor's Personnel during such suspension. The Contractor shall resume suspended Services upon reasonable notice in writing by the Company.
12. **Effect of Termination.** Unless agreed to otherwise in writing by the parties, upon the termination of this Agreement, without prejudice to any other rights which the parties may have:
- (a) all Project Orders shall terminate automatically;
 - (b) the Contractor shall immediately stop performing the Services;
 - (c) the Contractor shall immediately deliver to the Company all material in its possession or control that bears, embodies, or reveals any Work Product, Protected Information, or materials supplied to the Contractor by the Company;
 - (d) the Company shall pay all sums then due and owing to the Contractor for Services performed in accordance with the Scope of Work; and
 - (e) sections 8, 15, 16, 17 and all other provisions necessary to give effect thereto, shall survive termination of this Agreement.

Upon the termination of a Project Order only, paragraphs (b) to (d) above shall apply with respect to the terminated Project Order.

13. **Representations and Warranties.** Each party represents and warrants to the other that:
- (a) it has the capacity to enter into and be bound by this Agreement;
 - (b) the carrying out of this Agreement shall not breach or interfere with any other agreement which it has entered into; and
 - (c) it shall not enter into another agreement or do or fail to do any act which would prevent it from complying with its obligations under this Agreement.
14. **Contractor Representations, Warranties and Covenants.** The Contractor represents, warrants and covenants to the Company that:

- (a) the Services shall be performed in accordance with the terms of this Agreement and in accordance with the requirements set forth in Project Orders and their respective Scopes of Work.
- (b) the Contractor shall ensure that the Contractor's Personnel have the necessary skills and experience to perform the Services in accordance with the Project Order;
- (c) all of the Contractor's Project Order Representatives are employees of the Contractor, except as otherwise agreed to in any Project Order;
- (d) the Contractor shall, and shall cause the Contractor's Personnel to:
 - (i) comply with all applicable laws when performing the Services; and
 - (ii) take care of all property belonging to the Company which the Contractor may have access to or which may be in the Contractor's possession, care or control, and only use that property as necessary to perform the Services;
- (e) in carrying out its responsibilities under this Agreement, the Contractor shall maintain books and records so as to ensure that:
 - (i) receipts and expenses are accurately recorded and are based on accurate and sufficient supporting documentation; and
 - (ii) no "off the books" accounts are created or maintained; and
- (f) if the Contractor becomes aware that any material breach or violation of sections 14(a) through to (e) has occurred, it shall provide prompt notice to the Company of the facts and circumstances associated with such material breach or violation and the Company may withhold further payments until such time as it has received confirmation to its satisfaction that such breach or violation has been remedied.

The Contractor shall have materially breached this Agreement if any of these representations and warranties is ever materially untrue or if any of these covenants are breached.

15. **Non-Solicitation.** The Company shall, and shall cause the Company's agents, contractors, employees, representatives or affiliates, to not hire, solicit, induce or attempt to induce any employee of the Contractor to leave his or her employment with the Contractor during the term of this Agreement or twelve (12) months after the expiration or termination of this Agreement.
16. **Limitation of Liability.** Except with respect to the Contractor's indemnification obligations relating injury or death to person or damage or destruction to property and the Contractor's breach of confidentiality obligations:
- (a) neither party shall be liable to the other for any special, consequential or indirect damages; and
 - (b) neither party's total liability to the other under this Agreement shall exceed the total amounts paid to the Contractor by the Company under this Agreement for the four (4) most recent quarterly periods for which the Contractor provided an invoice to the Company.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Each party irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

18. **Relationship.** The Contractor and the Contractor's Personnel are independent contractors and are not employees of the Company. Neither party is the agent, partner or employee of the other party. The Contractor is and at all times shall be the sole employer of its Project Order Representatives and its other employees, and the Contractor solely assumes any and all legal, tax and other obligations or liabilities resulting from or relative to its status as employer. The Contractor may contract with third parties as long as the provision of services to third parties does not interfere with the Contractor's obligations under this Agreement.
19. **Assignment.** This Agreement and any obligation under or interest in this Agreement may not be assigned, transferred or subcontracted without the express written consent of the other party. Notwithstanding the foregoing, the Company may assign this Agreement to any current or future affiliate of the Company.
20. **Time.** Time is of the essence in this Agreement.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and there are no representations or warranties (express or implied, statutory or otherwise) and no agreements collateral to this Agreement, other than as expressly set out in this Agreement.
22. **Invalidity.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect any other term or provision of this Agreement; the remaining terms and provisions shall continue in full force and effect. The parties shall negotiate in good faith to agree to a substitute term that shall be as close as possible to the intention of any invalid or unenforceable term while being valid and enforceable. The invalidity or unenforceability of any term in any particular jurisdiction shall not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.
23. **Amendment.** This Agreement may be amended from time to time only by a written agreement signed by each party.
24. **Notice.** Any notice, direction or other communication (each, a "**Notice**") given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or by e-mail and addressed:
 - (a) to the Contractor at:
 Stallion Uranium Corp.
 Suite 700-838 W. Hastings Street
 Vancouver, British Columbia, V6C 0A6
 Attention: Drew Zimmerman, Chief Executive Officer
 E-mail: dzimmerman@stallionuranium.com
 - (b) to the Company at:
 Glorious Creation Limited
 750 West Pender Street, Suite 401
 Vancouver, BC

V6C 2T7

Attention : Nicholas Luksha

E-mail: nickluksha@hotmail.com

A Notice is deemed to be delivered and received: (i) if sent by personal delivery, on the date of delivery if it is a business day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next business day; (ii) if sent by courier, on the business day following the date of delivery; or (iii) if sent by e-mail, on the business day following the date of delivery, provided no “return to sender” message was received by the sender.

25. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their lawful successors and permitted assigns.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Each party shall be entitled to rely on delivery of an electronic or facsimile copy of this Agreement, and acceptance by either party of an electronic or facsimile copy of this Agreement shall create a legal, valid and binding agreement between the parties in accordance with the terms hereof.

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

The parties executed this Agreement as of the Effective Date.

GLORIOUS CREATIONS LIMITED

STALLION URANIUM CORP.

per: "Nicholas Luksha"
Name: Nicholas Luksha
Title: CEO

per: "Drew Zimmerman"
Name: Drew Zimmerman
Title: CEO

**SCHEDULE “A”
FORM OF PROJECT ORDER**

Project Order Number: [●]

Date: [●]

This Project Order is made pursuant to (and subject to the terms and conditions of) the Services Agreement between Glorious Creation Limited (the “**Company**”) and Stallion Uranium Corp. (the “**Contractor**”) dated [●], 2024 (the “**Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. Services. The Services are as follows:

The Contractor shall plan and organize all field programs at the Properties on behalf of the Company. The Contractor shall not be required to retain or pay for any services organized by it on behalf of the Company. The Company will be the primary contracting party for all services organized by the Contractor.

2. Project Order Representative(s).

The Project Order Representative(s) of the Contractor who shall manage the provision of the Services is/are:

1. Darren Slugoski; and
2. such other person(s) that may be substituted by the Contractor from time to time, in its sole discretion.

3. Fees.

The Company shall pay to the Contractor a fee equal to 10% of the total value of the amounts spent on field programs under section 1 of this Project Order.

The parties executed this Project Order as of the date first set-out above.

GLORIOUS CREATIONS LIMITED

STALLION URANIUM CORP.

per: _____

Name: Nicholas Luksha

Title: CEO

per: _____

Name:

Title: