

INDEPENDENT CONTRACTOR'S AGREEMENT

(the "Agreement")

THIS AGREEMENT, dated the 15th day of October 2020, is:

BETWEEN: **Stevens Gold Nevada Inc.**
 #350 – 1650 West 2nd Avenue
 Vancouver, British Columbia V6J 4H1

(hereinafter, collectively referred to as the "Company")

OF THE FIRST PART

AND: **Purple Crown Communications Corp.**
 Suite 300, 1055 West Hastings Street,
 Vancouver, BC V6E 2E9 Canada
 Telephone: 604 609 6169

(hereinafter called "NAME" respectively, and collectively the
"Contractor")

OF THE SECOND PART

WHEREAS the Company desires to retain the Contractor to provide Investor Relations, business development and introductory services to the Company; and WHEREAS, the Contractor has agreed to so assist the Company on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties hereto agree as follows:

APPOINTMENT AND AUTHORITY OF CONTRACTOR

Appointment of Contractor

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein for the benefit of the Company, and the Company hereby authorizes the Contractor to exercise such powers as

provided under this Agreement. The Contractor hereby accepts such engagement on the terms and conditions herein set forth.

Authority of Contractor

The Contractor shall have no right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Company.

Independent Contractor

Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Company and Contractor. The Contractor is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in the section titled *Company's Agreements – Compensation of Contractor* shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Contractor hereunder. Contractor will not represent to be or hold itself out as an employee of the Company and Contractor acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Company's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Contractor's sole responsibility and Contractor shall indemnify and hold Company harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

CONTRACTOR'S AGREEMENTS

General

In providing the Services to the Company, the Contractor shall at all times be subject to the direction of the Company and shall keep the Company informed as to all matters concerning the Contractor's activities. The Contractor will carry out only such tasks on behalf of the Company as are specifically requested by the Company.

Representations and Warranties

The Contractor will make no representations, warranties, or commitments binding the Company without the Company's prior consent.

COMPANY'S AGREEMENTS

Compensation of Contractor

- A) **Fees:** The Company will pay the Contractor a monthly retainer, at the beginning of each month under contract, of Five Thousand Dollars (\$5,000) + TX, beginning

October 15, 2020 (pro-rated \$2,500 for October 2020). Fees to be revisited after initial 4 month period.

- B)** The Contractor will have the right to receive 150,000 stock options of the Company, at an exercise price per share to be determined, to be issued in adherence to the terms and conditions of the Company stock option program in accordance with the terms as dictated by the CSE, and within 7 days after the signature of this agreement.
- C) Expenses.** The Company agrees to reimburse the Contractor for all business and other out-of pocket expenses and disbursements incurred by the Contractor in the performance of his duties and responsibilities herein, up to a maximum of \$500 per month during the term of this Agreement. The Contractor shall obtain the Company's prior approval before incurring any expenses including business trips. Reimbursement of all such expenses shall be made on a monthly basis and shall be subject to the presentation by the Contractor to the Company of expense account records, including supporting invoices and other records of expenditure.

Indemnity by Company

The Company hereby agrees to indemnify, defend and hold harmless the Contractor, from and against any and all claims, demands, losses, actions, lawsuits and other proceedings by a third party against the Contractor, or any liabilities or judgments or awards based thereon, and costs and expenses (including reasonable legal fees), arising directly or indirectly, in whole or in part, out of any matter related to any action taken by the Contractor within the scope of his duties for the Company or authority hereunder, excluding only such of the foregoing as arise from the fraudulent, negligent, reckless or wilful act or omission of the Contractor, or as arise in respect of the Contractor's office overhead or the Contractor's general administrative expenses. The provisions of this section shall survive termination of this Agreement.

DURATION, TERMINATION AND DEFAULT

Effective Date

This Agreement shall commence October 15, 2020.

Termination

The agreement can be terminated by either party by giving 30 days written notice.

Compensation of Contractor on Termination

Upon conclusion of this Agreement, the Contractor shall have no right to receive any further consideration.

Return of Materials

The Contractor agrees to promptly return, within three business days, following the termination of this Agreement or upon earlier request by the Company, all materials in the Contractor's possession supplied by the Company in conjunction with the Contractor's services under this Agreement or generated by the Contractor in the performance of the Contractor's services under this Agreement.

CONFIDENTIALITY

Ownership of Work Product

All reports, documents, concepts, products and processes together with any marketing schemes, business or sales contracts, or any business opportunities prepared, produced, developed, or acquired, by or at the direction of the Contractor, directly or indirectly, in connection with or otherwise developed or first reduced to practice by the Contractor performing the services (collectively, the "Work Product") shall belong exclusively to the Company which shall be entitled to all right, interest, profits or benefits in respect thereof. No copies, summaries or other reproductions of any Work Product shall be made by the Contractor without the express permission of the Company, provided that the Contractor is hereby given permission to maintain one copy of the Work Product for his own use.

Confidentiality

The Contractor acknowledges that during the engagement, the Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into the Contractor's possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control. The Contractor further agrees that the Contractor will not disclose the Contractor's retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of the Contractor's relationship to the Company and of the services hereunder.

This restriction shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain.

The Contractor shall comply with such directions as the Company shall make to ensure the safeguarding or confidentiality of all such information.

Devotion to Contract

During the term of this Agreement, the Contractor shall devote sufficient time, attention, and ability to the business of the Company, and to any associated company, as is reasonably necessary for the proper performance of its services pursuant to this Agreement. Nothing contained herein shall be deemed to require the Contractor to devote his exclusive time, attention and ability to the business of the Company. During the term of this Agreement, the Contractor shall:

- at all times perform the Services faithfully, diligently, to the best of his abilities and in the best interests of the Company;
- devote such of his time, labour and attention to the business of the Company as is necessary for the proper performance of the Contractor's services hereunder; and
- refrain from acting in any manner contrary to the best interests of the Company or contrary to the duties of the Contractor as contemplated herein.

Other Activities

The Contractor shall not be precluded from acting in a function similar to that contemplated under this Agreement for any other person, firm or company.

MISCELLANEOUS

Governing Law

This Agreement and all matters arising thereunder shall be governed by the laws of the Province of British Columbia.

Currency

All references to currency in this Agreement are references to Canadian dollars.

Headings

The headings of the sections and articles of this Agreement are inserted for convenience of reference only and shall not be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Waiver; Consents

No consent, approval or waiver, express or implied, by either party hereto, to or of any breach of default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of its rights under this Agreement, and the granting of any consent or approval in any one instance by or on behalf of the Company shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

Competent Work

All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by a representative of the Company prior to payment.

Enforceability

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

Successors, etc.

This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, successors and permitted assigns.

Binding Effect, Assignment

This Agreement shall be binding upon and shall inure to the benefit of the Contractor and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Contractor of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

Legal Right

The Contractor covenants and warrants that the Contractor has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that the Contractor has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. The Contractor shall indemnify and hold harmless the Company from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements.

Entire Agreement and Modification

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Company, or by any written documents unless it is signed by an officer of the Company and by the Contractor.

Time of the Essence

Time is of the essence.

Further Assurances

The parties hereto agree from time to time after the execution hereof to make, do, execute or cause or permit to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.

Counterparts

This Agreement may be executed in several counter-parts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Stevens Gold Inc.

Purple Crown Communications Corp.

Per:  /s/ Charles MaLette
Charles MaLatte, President, CEO and Director

Per:  /s/ Julie Hajduk
Julie Hajduk, President and CEO

Responsibilities to Include but not limited to:

- Setting up phone line; Answering inbound investor calls; managing outbound investor calls
- Updates on website and Social Media (TBD)
- Assist in helping with budgets, conferences, road shows and conference calls
- Help Management monitor outside PR/IR contractors (TBD)
- Dissemination of news in a timely fashion (TBD)
- Managing company CRM and shareholder communications