



Oak Hill Financial Inc.

161 Bay Street
Suite 2460
Toronto, Ontario
Canada
M5J 2S1

February 7, 2023

Nine Mile Metals Ltd.

#350 - 1650 West 2nd Avenue,
Vancouver, BC V6J 1H4
Attention: Patrick Cruickshank, CEO

Dear Mr. Cruickshank,

RE: Advisory Services Agreement

Oak Hill Financial Inc. (“**Oak Hill**”) is pleased to act as an advisor to Nine Mile Metals Ltd. (“**Nine Mile**”) to provide business advisory services to Nine Mile under the terms and conditions as described in this Advisory Services Agreement (this “**Agreement**”).

1. Engagement

Nine Mile hereby engages Oak Hill to provide business and capital markets advisory to Nine Mile and/or its affiliates and/or subsidiaries. The objective of the advisory services is to create and identify new investors of Nine Mile in the Canadian IIROC retail brokerage channels and certain international investors and report the findings back to Nine Mile management on a monthly basis. Key deliverables of the strategy and program are continued in this Section 1.

1.1 Investor Relations

- Provide a turn-key solution for an investor relations program;
- Oak Hill will act as marketing representatives on behalf of Nine Mile for the term of this Agreement and shall use its best efforts to raise Nine Mile’s profile and credibility with the investment community;
- Oak Hill will target advisor channels of distribution and will include positioning Nine Mile with Canadian-based IIROC Investment Advisors, sell-side institutions, buy-side institutions as well as registered and qualified US- and international-based parties that can assist Nine Mile with its capital markets goals;
- Oak Hill will provide assistance to Nine Mile’s ongoing client service program, including the identification of both new and existing investors; and
- Oak Hill will provide regular detailed feedback to Nine Mile.

(The above services are collectively referred to as the “**Advisory Services**”).

1.2 Nine Mile agrees that the Advisory Services are provided by Oak Hill on a best-efforts basis and agrees that no assurances have been given as to the success of these efforts.

2. Term of Services

The term of this Agreement shall be two months (“Initial Term”). Following the Initial Term, the Agreement will automatically renew on a monthly basis unless written notice is provided by either party within five business days of renewal.

3. Effective Date

The effective date of this Agreement is February 7, 2023 (the “Effective Date”). The following two months are the initial term (the “Initial Term”).

4. Fees and Expenses

Upon execution of this Agreement, Nine Mile agrees to compensate Oak Hill as follows:

4.1 Monthly Advisory Fee

Commencing on the Effective Date, Nine Mile shall pay Oak Hill a monthly advisory fee of CA \$10,000 plus applicable taxes on that date and every month thereafter as long as this Agreement remains in effect.

4.2 Expenses

Nine Mile shall reimburse Oak Hill for all reasonably-incurred out-of-pocket expenses, including but not limited to, long distance telephone, courier, printing, travel expenses and accommodation expenses incurred by Oak Hill in providing Advisory Services hereunder. **All expenses shall be pre-approved by Nine Mile.**

5. Termination

5.1 Following the Initial Term, this Agreement may be terminated by either Oak Hill or Nine Mile at any time, for any reason, with 5 days’ notice provided in writing to the other party as per the provisions in Section 8.

5.2 The provisions in Paragraphs 6 and 7 shall survive the termination of this Agreement.

5.3 This Agreement may be terminated by either party immediately:

- (i) in the event of a winding up, or the appointment by a court of competent jurisdiction of an administrator, examiner, or receiver to the other party or upon the happening of a like event at the direction of an appropriate regulatory agency or court of competent jurisdiction; or
- (ii) at any time if the other party shall commit any material breach of the provisions of this Agreement and if capable of remedy shall not have remedied the same within sixty (60) days after the service of notice requiring it to be remedied.

6. Indemnity

Nine Mile hereby agrees to indemnify and hold Oak Hill and each and every one of its directors, officers, employees, shareholders, partners, sub-advisors, associates and agents, now and in the future, (the “**Personnel**”) harmless from and against any and all fees, costs, expenses, losses (other than loss of profit), claims, actions, damages, fines, penalties or liabilities of any nature whatsoever, joint or several, to which Oak Hill and/or the Personnel may become subject and which arise out of or are based, directly or indirectly, or otherwise incurred in connection with providing the Advisory Services, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that the fees, costs, expenses, losses, claims, actions, damages, fines, penalties or liabilities as to which indemnification is claimed, were caused solely by a breach of this Agreement, the negligence or wilful misconduct of Oak Hill or the Personnel, as applicable.

7. Confidentiality

For the purpose of this Agreement, the term “Confidential Information” shall mean any and all non-public, confidential or proprietary information, data and documents relating to the business and affairs of Nine Mile that may be provided to Oak Hill, to which Oak Hill may otherwise have access, or which Oak Hill may learn or obtain, in connection with the Agreement, regardless of form and whether communicated in writing, orally, through visual or electronic means or otherwise.

Oak Hill shall maintain the confidentiality of the Confidential Information and keep the Confidential Information secret and shall use the Confidential Information solely for the purposes of the Services and then, only in accordance with the terms and conditions hereof. Without limiting the generality of the foregoing, the Contractor shall not, directly or indirectly, in any manner whatsoever disclose or allow the disclosure of any Confidential Information. This paragraph shall not apply to any such disclosure which is required by a court of competent jurisdiction or by any regulatory or self-regulatory organisation or agency.

8. Notices

8.1 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given or made by delivery or by courier or registered mail (receipt confirmed) or by email to the respective parties as follows:

If to Nine Mile to:

Nine Mile Metals Ltd.

#350 - 1650 West 2nd Avenue,

Vancouver, BC V6J 1H4

Attention: Patrick Cruickshank, Chief Executive Officer

If to Oak Hill, to:

Oak Hill Financial Inc.

161 Bay Street
Suite 2460
Toronto, Ontario
M5J 2S1

Attention: Mr. Anil Singh
Email: asingh@oakhillfinancial.ca

8.2 Any notice so given shall be deemed conclusively to have been given and received when so personally delivered. Any notice sent by courier or registered mail shall be deemed as conclusively given and received after three business days from posted date. Any notice sent by email will be deemed to have been given or received on the next business day in the jurisdiction of the person to whom the notice is sent following the day on which it was sent, provided that the sender does not receive notification of a transmission error. Either party may change its address by notice to the other in the manner set forth in this paragraph.

9. General

9.1 This Agreement and any clauses hereunder, may be amended, changed, waived, discharged or discontinued, from time to time, by mutual consent of the parties by an instrument in writing signed by both parties hereto.

9.2 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provisions.

9.3 This Agreement shall be governed by and construed in accordance with the laws of Ontario and Canada. Each of the parties hereto irrevocably submits to the jurisdiction of the courts of Ontario and Canada.

Please confirm the foregoing is in accordance with Nine Mile's understanding by signing the attached duplicate copy of this letter, which shall thereupon constitute a binding agreement between Nine Mile and Oak Hill.

Yours very truly,

Oak Hill Financial Inc.



Name: Marc Raffoul
Title: President

Agreed and Accepted on February 8th, 2023
by



Name: Patrick Cruickshank
Title: Chief Executive Officer