

# BUSINESS DEVELOPMENT & MARKETING CONSULTANT AGREEMENT

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This Business Development & Marketing Consultant Agreement (the "**Agreement**") is made and effective this 1<sup>st</sup> day of March 2023,

**BETWEEN:** Nine Mile Metals Ltd. (the "**Client**"), a corporation organized and existing under the laws of the [British Columbia], with its head office located at:

350 - 1650 West 2nd Avenue Vancouver, British Columbia V6J 1H4, Canada

**AND:** **KARLSSON GROUP LIMITED doing business as SCANDINAVIAN ALLIANCE** (the "Consultant"), a corporation organized and existing under the laws of Alberta, Canada, with its head office located at:

1203, 12/F, Tower 3  
China Hong Kong City  
33 Canton Road  
Tsimshatsui  
Hong Kong

## WHEREAS:

The Consultant is in the business of providing business development and marketing services for remuneration.

The Client desires to engage the Consultant to render, and the Consultant desires to render to the Client certain business development & marketing services as specified in and pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

## 1. ENGAGEMENT

The Client engages the Consultant to render, and the Consultant agrees to render to the Client certain business development and marketing services (the "**Services**") as more particularly described in Schedule "A" hereof.

## 2. PROVISION OF SERVICES

The Services rendered hereunder shall be under the general supervision of a designated Client representative (the "**Representative**"). It is the Client's responsibility to ensure that the Consultant is aware of the identity of the Representative during the Term (as define in Section 7).

The Services shall be performed by the Consultant, but in certain cases, and in the sole discretion of the Consultant, Services may be subcontracted or otherwise performed by third parties on behalf of Consultant without the prior written permission of the Client.

### **3. REMUNERATION & PAYMENT**

Schedule "B" hereof details the remuneration due to be provided by the Client to the Consultant and the process of payment.

Notwithstanding the other provisions of this Agreement including, without limitation, the provisions of Schedule "B", Consultant reserves the right to suspend any or all Services in the event the Client is behind or in arrears on payments due without other arrangements being expressly agreed to by the Consultant.

### **4. CONFIDENTIALITY**

Consultant agrees that it shall treat all of the Client's confidential and/or proprietary information (the "**Confidential Information**") in a prudent and professional manner and in the way it would treat its own proprietary and/or confidential information, and not disclose same to any third party or use it for the benefit of other than the Client. Consultant shall take reasonable steps and make reasonable efforts and precautions to ensure the confidentiality of the Confidential Information.

Consultant agrees to inform the Client in writing immediately, if any Confidential Information is inadvertently divulged to any third party.

Consultant agrees that, after the Term or termination of this Agreement, Consultant shall cease to use any Confidential Information.

### **5. OWNERSHIP & USE**

- a. The Consultant shall ensure, to the fullest extent possible under law, that the Client shall own all right, title and interest in and to, including copyrights, trade secrets, patents, and other intellectual property rights, with respect to any copy, photograph, marketing, advertisement, music, lyrics, or other work or thing created by the Consultant or at the Consultant's direction for the Client pursuant to this Agreement and utilized by the Client.
- b. Upon termination, the Client agrees that any marketing, merchandising, package, plan or idea prepared by the Consultant and submitted to the Client (whether submitted separately or in conjunction with or as a part of other material) which the Client has elected not to utilize, shall remain the property of the Consultant, unless the Client has paid the Consultant for its services in preparing such item. The Client agrees to return to the Consultant any copy, artwork, or other physical embodiment of such creative work relating to any such idea or plan which may be in the Client's possession at termination or expiration of this Agreement.
- c. Materials and marketing created by the Consultant pursuant to this Agreement [may ] be used by the Client [without] additional remuneration, provided that the Client shall be responsible for any additional expense associated with such use.

### **6. INDEMNIFICATION**

- a. The Client expressly agrees that the Consultant is solely relying on the Client for all relevant information that would be included in the Services and that the Client is responsible for providing information that is full, true and accurate and otherwise congruent with all relevant laws.
- b. The Client agrees to indemnify and hold the Consultant harmless with respect to any claims, loss, liability, damage, or judgment suffered by the Consultant, including reasonable attorney's fees

and court costs, which results from the use by Consultant of any material furnished by the Client or where material created by Consultant or at the direction of Consultant is materially changed by the Client. Information or data obtained by the Consultant from the Client to substantiate claims made in marketing shall be deemed to be "material furnished by the Client to the Consultant."

- c. The Client also expressly agrees that the Consultant shall not, under any circumstances, be liable for any increase or decrease in the Client's stock price, market capitalization or valuation, etc. because of the Services or otherwise.

## 7. TERM & TERMINATION

The term of this Agreement shall commence on 1 March 2023 and shall continue in full force and effect until 1 June (the "Term") except if terminated earlier pursuant to the provisions immediately below or extended by mutual written agreement.

This Agreement may be terminated by either Party upon the occurrence of any of the following events, and the terminating or cancelling Party shall have no liability to the other Party for the exercise of such right or termination:

1. By either Party, in the event the other Party has breached a material covenant, obligation or warranty under this Agreement and such breach remains uncured for a period of ten (10) days after such breach is known by the offending Party;
2. By either Party, if the other Party ceases to conduct business;
3. By Client for Client's convenience on thirty (30) days' prior written notice to Consultant.

In the event Client terminates this Agreement pursuant to this Paragraph, the total of all remuneration due to the Consultant under this Agreement shall be paid and no refund will be provided to the Client in the event of early termination.

## 8. ANTI-CORRUPTION & BRIBERY

The Consultant warrants that it will always comply with all applicable Anti-Bribery and Anti-Corruption Legislation. The Consultant must not give or receive or offer or promise to give or receive any benefit or advantage which breaches applicable legislation and promptly report to the Client any request or demand for any undue financial or other advantages of any kind received by the Consultant in connection with the performance of this Agreement.

## 9. STANDSTILL & INSIDER INFORMATION

In addition to the other obligations imposed by this Agreement, the Consultant covenants that the Consultant, any of its affiliates, and its representatives will not, directly or indirectly or jointly or in concert with any other person of this Agreement:

- acquire or agree to acquire, or make any proposal or offer to acquire, directly or indirectly or in any manner, any securities of the Client or any of its affiliates such that the aggregate holdings of the Consultant and its affiliates are greater than five percent (5.0%) of the issued and outstanding shares of the Client;
- solicit proxies from shareholders or other security holders of the Client or any of its affiliates or otherwise attempt to influence the conduct of the shareholders or other security holders of the Client or any of its affiliates;
- solicit, initiate or engage in any discussions or negotiations, or enter into any agreement, commitment, or understanding, or otherwise act jointly or in concert with any person in order to propose or effect any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or

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other business combination involving the Client or any of its Affiliates or to propose or effect any acquisition of securities or material assets from the Client or any of its affiliates;

- in any manner directly or indirectly seek to control or influence the board of directors of the Client or any of its affiliates or the management or policies of the Client or its affiliates or to acquire effective control of the Client or any of its affiliates;
- make any public announcement with respect to the foregoing, except as may be required by applicable law or regulatory authorities;
- directly or indirectly, engage in any insider trading, tipping or any other practice that would constitute inappropriate activities with respect to information received because of the engagement hereunder; or
- assist, advise or encourage any other person to do any of the foregoing.

Consultant acknowledges that any and all information provided by the Client either in direct relation to the arrangement that is the subject of this Agreement or otherwise, may be considered 'insider information' as defined and interpreted by relevant securities laws and regulations. Accordingly, Consultant agrees strictly abide by all insider trading and tipping laws, regulations and rules.

## **10. NOTICES**

Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by e-mail to the most frequently or most recently e-mail used to communicate such Party.

If to the Client:

ATTN. Charles Malette

Nine Mile Metals Ltd.

[bud@ninemilemetals.com](mailto:bud@ninemilemetals.com)

If to the Consultant:

ATTN. Paul Druce

**Scandinavian Alliance**

[directors@scandinavianalliance.com](mailto:directors@scandinavianalliance.com)

## **11. HEADINGS**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

## **12. LIMITATION OF RELATIONSHIP**

Nothing contained herein shall create a joint venture between, or Partnership among the Parties.

**13. HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of the Agreement.

**14. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**15. CURRENCY**

Unless otherwise stated, all references to money in this Agreement shall refer to legal Canadian currency.

**16. FINAL AGREEMENT**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

**17. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

**Nine Mile Metals Ltd.**

**KARLSSON GROUP LIMITED,  
d.b.a. SCANDANAVIAN ALLIANCE**

  
/s/ Charles MaLette

  
/s/ Paul Druce

Authorized Signature

Authorized Signature

Charles MaLette, President and Director

Paul Druce, Company Secretary and Director

## **SCHEDULE "A"**

### **SERVICES**

- Brand promotion and awareness to raise the public image of the Client
- Social media strategy and planning
- Monthly content calendar creation (Text | Video | Audio | Visual), distribution, and engagement, including video interviews and podcasts, distributed across multiple platforms, hosted on the consultant's and its partners Media platforms (e.g. Youtube).
- Post publishing and response management
- Dedicated account management
- Community management and engagement
- Lead generation/Facebook Ads
- Monthly social media reporting
- Perform such other services as the Client may request and the Consultant may expressly agree to perform from time to time

**WE DO NOT PROVIDE INVESTOR RELATIONS SERVICES AS SUCH TERM IS DEFINED IN TSX VENUTRE POLICIES.**

## SCHEDULE "B"

### TERM, REMUNERATION & PAYMENT

As per Section 7, the Term shall be three months, commencing on 1 March 2023 and ending on 1 June 2023.

Client shall remunerate the Consultant the aggregate amount of CAD \$107 652, payable as follows:

\$35,884 per month, in arrears. Scandinavian Alliance will invoice the Client \$35,884 per month during the Term. If Scandinavian Alliance wishes, it may enter into debt settlement and subscription agreements to convert that debt owing to it into shares of the Client at a 10% discount on the 5-day VWAP prior to the end of the month in question, subject to the minimum price allowed by the policies of the Canadian Securities Exchange.

The shares of the Client issued as settlement of debt will be subject to the four month and a day hold period required by applicable securities laws.

All payment is final and no refunds to payment shall be granted under any circumstances.

After this 3-month period, the Parties may agree to change the terms of this arrangement to become a term of *month-to-month*.

If the Consultant undertakes, at the Client's request, subject to the Client's prior approval, services in addition to the Services (the "**Additional Services**") that are described in Schedule "A" hereof, the Consultant shall prepare an estimate of total charges for these Additional Services. In the event that the Client elects to proceed with the Additional Services based upon the Consultant's estimated cost, the Consultant shall perform the additional services at its estimated cost), subject to modification as mutually agreed by the Parties.